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THE EASTERN ARCHIPELAGO

COMPANY.

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Presented to the House of Commons by Command of Her Majesty, in pursuance of their Address of February 9, 1852.

LONDON:
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RETURN to an Address of the Honourable the House of Commons, dated February 9, 1852, *for*—

"Copies of, or Extracts from, all Despatches from Sir James Brooke and Lieutenant-Governor Scott* to the Foreign Office, which relate to the Eastern Archipelago Company."

No. 1.

Mr. Wise to Viscount Canning.

My Lord, 13, *Austin Friars, London, October* 9, 1845.

WITH reference to my previous communications to your Lordship's Department, relative to the precise locality of the several coal formations on the Islands of Borneo and Labuan, I have now the honour to notify for the information of the Right Honourable the Earl of Aberdeen, that I took advantage of the opportunity afforded by my recent visit to Borneo Proper, to enter into an arrangement with the Sultan and Rajahs of Borneo, for the privilege of opening and working the coal-mines situated on the mainland and in the immediate vicinity of the city of Borneo.

This arrangement, the terms of which are equitable and advantageous, I consider it my bounden duty to freely tender, and hereby do so, for the acceptance of Her Majesty's Government, in the full confidence that should Her Majesty's Government decline the adoption of the same, I may be permitted to forthwith take the requisite steps for commencing operations, and allowed to avail myself of the offer made by Mr. Brooke, in his letter from Borneo Proper, dated 3rd March, 1845 (copy of which I have the honour to inclose), to formally conclude the agreement herein referred to.

I have, &c.
(Signed) HENRY WISE.

Inclosure in No. 1.

Mr. Brooke to Mr. Wise.

My dear Wise, *Borneo, March* 3, 1845.

I HAVE communicated to the Borneo authorities your suggested arrangements with reference to the coal districts; they have been readily assented to—and I can at the proper time formally conclude them on Government account, or, should they decline all interference, for any party desirous of opening and working the mines.

Yours, &c.
(Signed) J. BROOKE.

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* No despatches from Mr. Scott have been received at the Foreign Office. Mr. Scott is not under that department.

No. 2.

Viscount Canning to Mr. Wise.

Sir, *Foreign Office, October* 22, 1845.

I AM directed by the Earl of Aberdeen to acknowledge the receipt of your letter of the 9th instant, stating that you had entered into arrangements with the Sultan of Borneo, for working certain coal-mines on the mainland of that country; and that you were desirous forthwith to take steps for commencing operations, unless Her Majesty's Government should wish to avail themselves of an offer made by you to transfer this matter to them.

In reply, I have to inform you that Her Majesty's Government decline to avail themselves of your offer, but that they have no objection to make to your carrying your arrangements with the Sultan of Borneo into effect on your own account.

I am, &c.
(Signed) CANNING.

No. 3.

Mr. Wise to the Right Hon. E. J. Stanley.

Sir, 13, *Austin Friars, London, October* 26, 1846.

I HAVE the honour to transmit, for the information of Lord Palmerston, the accompanying extract from a letter relating to Borneo affairs, which I have this day received from Mr. Brooke, dated Sarawak, August 31.

Her Majesty's Government will, I trust, consider this communication perfectly satisfactory.

Lord Palmerston will not fail to notice that Mr. Brooke urgently renews his application for a Government recognition of Sarawak, by allowing him to display in his territory some description of Protectorate flag. The concession prayed for, I humbly submit to his Lordship will be most important, not only to British interests in Borneo, but also to native, proving, as it would be, a distinguishing flag to Malay prahus not engaged in piratical pursuits, and acting as an encouraging stimulant to the well-disposed portion of the maritime community in Mr. Brooke's immediate locality. The privilege now again solicited by Mr. Brooke I consider of almost equal consequence to the occupation of Labuan; and I trust there are no circumstances requiring any further delay in granting the same.

The arrangements for working the coal-mines on the mainland of Borneo have at length been formally concluded by Mr. Brooke; and as he appears to consider the application I am about to make requisite, I most respectfully solicit that Her Majesty's Government will be pleased to confirm the decision on this subject which the Earl of Aberdeen did me the honour to apprize me of in a communication from Lord Canning, under date October 22, 1845.

I have, &c.
(Signed) HENRY WISE.

Inclosure in No. 3.

Mr. Brooke to Mr. Wise.

(Extract.) *Sarawak, August* 31, 1846.

I INTENDED writing you a very long letter, but having been delayed for want of fuel on our way from Borneo, it is as much as the steamer will do to save the present mail, and I must mention various subjects as briefly as I can. I pass over the destruction of some piratical towns of Lanuns, and continue the account of our late proceedings when I returned to the city of Brunéi.

I resolved not to reject any proper overtures from the Sultan; for, weak and bad as he is, the best chance of restoring Brunè at present, and really punishing the authors of the late massacre, and the source of all the evil, was to rule the Sultan, and to lead him right as others have led him wrong. For this purpose I intimated that he might return to the town, which he did, writing me a very humble letter, begging pardon and oblivion of the past, and making many assurances of future good behaviour. I replied that the Queen of England alone could pardon him for firing upon her flag and ships, and that the Sultan was bound to ratify his engagements with Her Majesty's Ministers. He willingly addressed a letter to the Queen, with the ratification of the two former engagements. He made out a fresh deed for Sarawak, which was signed by Moumein and Muda Mahomed; and lastly, he gave me a full right of working coal from Mengkabong to Tanjong Barram. I wished the paper to be made out in your name, but he objected to that, and it is not a matter of much consequence, as it is transferable.

I have not thought it right to mention the cession of the coal officially to Government, but it is as a public servant I obtained it, and therefore it must be offered to Government in the first place, and provided they decline accepting it, I can transfer it to you.

The Government having authorized you to work the coal will not of course prevent your receiving the Sultan's permission, but the offer must be made to Government in the first instance.

I have brought away what remains of Muda Hassim's family, and shall establish them in Sarawak: several of the young sons are pleasant and intelligent boys; my dreams sometimes extend to the conversion of the Rajah's young family, for if a clever person managed them, amused them, and made them presents, they would likely enough become Christians. I shall have them much about me, just to train them to European manners, and afterwards we must hope for the best.

My great object is to get a Government recognition of Sarawak. Is there any chance of this? I can see no objection myself. Brunè as a Government really is but a shadow, and if Labuan be established, three-fourths of the poorer class will leave it.

The Sarawak people are delighted at my return, and with the fall of Brunè it will have an immense effect.

No. 4.

The Right Hon. E. J. Stanley to Mr. Wise.

Sir, *Foreign Office, November* 17, 1846.

WITH reference to your letter of the 26th ultimo, stating that the arrangements for working the coal in Borneo had been formally concluded by Mr. Brooke, and requesting Her Majesty's present Government to confirm the decision communicated by the Earl of Aberdeen on the 22nd of October, 1845, with respect to the same; I am directed by Viscount Palmerston to inform you that Her Majesty's Government abide by that decision.

I have, &c.

(Signed) E. J. STANLEY.

No. 5.

Mr. Wise to the Right Hon. E. J. Stanley.

Sir, 13, *Austin Friars, October* 13, 1847.

I HAVE the honour to transmit for the information of his Lordship, Her Majesty's Secretary for Foreign Affairs, the accompanying documents relating to the coal on the mainland of Borneo, in the vicinity of the Island of Labuan, viz.:

No. 1.—Copy of an official translation of a deed executed by Omar Allie Safeidin, Sultan of Borneo, 23rd August, 1846, formally granting to James

Brooke, Esq., Rajah of Sarawak, or his assigns, the whole of the coal in the country extending from Mengkabong as far as Tanjong Barram.

No. 2.—Copy of a letter to my address from Mr. Brooke, dated London, 6th October, 1847, inclosing the original deed, and the official translation thereof herein mentioned; and making over to me, and relinquishing in my favour, absolutely and unconditionally, all interest, claim, or demand on the part of Mr. Brooke, in the privileges contained in the documents referred to.

I have, &c.
(Signed) HENRY WISE.

Inclosure 1 in No. 5.

Grant of the Sultan of Borneo.

(Translation.) [State Seal.]

THIS memorandum or agreement is accorded by Sultan Omar Allie Safeidin, son of Sultan Mahomed Jarmalaul Allum, deceased, of Borneo, by which the whole of the coal found in the country extending from Mengkabong as far as Tanjong Barram, is granted to James Brooke, Esquire, the Rajah of Sarawak; the coal to be considered at the entire disposal of Mr. Brooke or his assigns, without any interference whatever on the part of the Sultan, but on the distinct understanding that the Sultan is to receive two thousand dollars for the first year the mines are opened and worked, and ever after the annual sum of one thousand dollars.

Dated August 23, 1846.

True translation,
(Signed) T. CHURCH,
June 29, 1847. *Resident Councillor at Singapore.*

Inclosure 2 in No. 5.

Mr. Brooke to Mr. Wise.

My dear Wise, *London, October* 6, 1847.

THE British Government having approved of your holding the privileges relative to the coal on the mainland of Borneo, conceded by the Sultan of Borneo, I have now the pleasure of handing to you the Sultan's formal grant hereof, together with an official translation of the same, and agreeably to my ormer communications with you on this subject, I make over to you and relinquish in your favour, absolutely and unconditionally, all interest, claim, or demand I can possibly have therein, sincerely trusting that the result may abundantly fulfil the expectations that have been formed respecting it.

I am, &c.
(Signed) J. BROOKE.

No. 6.

Mr. Addington to Mr. Wise.

Sir, *Foreign Office, October* 18, 1847.

I AM directed by Viscount Palmerston to acknowledge the receipt of your letter of the 13th instant, inclosing the copy of a deed by which the Sultan of Borneo grants to James Brooke, Esq., or his assigns, the whole of the coal in the country extending from Mengkabong to Tanjong Barram; and, secondly, copy of a letter by which Mr. Brooke makes over this grant to you.

I have, &c.
(Signed) H. U. ADDINGTON.

No. 7.

Sir James Brooke to Viscount Palmerston.—(Received September 23.)

My Lord, *Singapore, July 20, 1850.*

THE Sultan of Borneo has applied several times for a copy of the original permission to work coal on the mainland of Borneo, granted to me, and through me, with the consent of Her Majesty's Government, to Mr. Wise, the Managing Director of the Eastern Archipelago Company. The Sultan is desirous of working this coal, and has at present been dissuaded by me from doing so, until the rights of the Company are clearly ascertained.

His request appeared so reasonable that I did not entertain a doubt of the propriety of acceding to it; but I am now desirous of calling your Lordship's attention to the subject, and must premise it with relating the share I have taken in the matter.

The grant for working the coal was made in 1846, and in a letter dated the 10th September of the same year, I stated to Mr. Wise the following reasons which had guided me in obtaining it:—

"The next topic to be alluded to is the agreement with the Sultan for working the Brunê coal. I hope you will get the permission of Government to my transferring it to you. I have little doubt but that they will consent; if they do not, it is so much waste paper, unless they choose to take it themselves. The grounds on which I have acted are as follows:

"I had no right to propose the subject to the Sultan in my official character, but considering that the permission was important, or might in future become so, I resolved to obtain it as a private grant to be transferred to Government, and entirely at their disposal, and to be transferred to you with their knowledge, should they please, according to their former given permission to you to take steps to open the mines. This is the first step. The paper is to the effect 'that the Sultan grants permission to work the coal, from the River Mengkabong to Tanjong Barram, to me or to any person to whom I may transfer it, and that the Sultan will not interfere in any way.'"

In 1847 a translation of the agreement was made in Singapore, and on my arrival in England the consent of Her Majesty's Government having been previously obtained by Mr. Wise, I handed over the deed to that gentleman.

In June 1848 I was struck with the glaring discrepancy between my reading of the document and my recollection of the intention with which it was framed, and the exclusive claim set forth in the prospectus of the Eastern Archipelago Company. A correspondence ensued between Mr. Wise and myself, the inclosed extracts from which will sufficiently explain the question now at issue.

It is highly desirable that the rights of the Company should be defined, and only an act of justice towards the Sultan's Government to furnish it with an attested copy of the original deed which I have been unable to obtain.

Your Lordship likewise will readily decide whether the deed be an exclusive grant of all the coal, or only a limited permission to work it, and likewise whether the Company can close the coal, neither working it themselves nor permitting others to do so.

I have, &c.

(Signed) J. BROOKE, *Commissioner.*

Inclosure 1 in No. 7.

The Sultan of Borneo to Sir James Brooke.

(Extract.)

(Translated from the Malay.) *9th of Rabial Awal,* 1266.

RESPECTING the contract of the coal which our friend took with him to Europe, we request assistance [in obtaining a copy of it] as we wish to know with certainty the articles of the agreement.

Inclosure 2 in No. 7.

Sir James Brooke to Mr. Wise.

(Extract.) *Labuan, November* 20, 1848.

IT depends then, as you will observe, upon which of these translations be the correct one: whether the grant is an absolute grant (beyond the Sultan's power), as you contend, or a limited permission to work the coal, which it was my intention to obtain. That the permission to work the coal is necessarily an exclusive permission, by no means follows; the intention being to prevent an exclusive grant to others, and to hinder the Sultan from declaring the coal a royal monopoly. Had either of these contingencies occurred, as there was just reason to apprehend, the 3rd Article of the Treaty would in no wise have been violated, and the Eastern Archipelago Company could not have acquired the right of working coal, which they now undoubtedly possess. The very small royalty of 1000 dollars per annum granted for the right of working coal, is to be considered as an equivalent for the permission which the Sultan might, without a violation of Treaty, have granted to others or retained himself; as an equivalent for a gift of the whole coal within the limits specified, it is altogether inadequate and unjust.

November 25.

Since writing the above I have applied to the Sultan of Borneo for a copy of the deed, but he has through inadvertence neglected to keep one, and wishes me to procure it for him.

You will allow me in conclusion to sum up the question on which we differ, and I think you will perceive that this difference is neither of so serious or so momentous a character as you make it. I ventured in the first place, as the framer of the deed granted by the Sultan, to doubt whether the terms of the deed bore out the conclusion arrived at in the prospectus of the Eastern Archipelago Company. In answer to this doubt you furnish me with the official translation made in Singapore; you assert that the title of the Company is as good as my title to Sarawak; that they are reasons to uphold it; and that the British Government will enforce the Articles of the Treaty on the Sultan's Government.

You likewise argue largely on the 3rd Article of the Treaty, to show that by that Article it must be an exclusive grant, or means nothing at all. Now, in answer to all this I urge in the first place, that the date of the deed being antecedent to the date of this Treaty, all reasoning on that ground is invalid. Secondly, that this is not a breach of faith on the part of the native Government, but a doubt suggested by myself as to the meaning of the deed; and that my object is to ascertain what are the rights of the Company under that deed. Thirdly, that my rough translation being opposed to the official translation made in Singapore, a reasonable ground exists for inquiry on this subject; and that when an undoubted translation shall have been made, should any further difference of opinion exist, a reference to the Government who presented you with the document will readily lead to a satisfactory decision. It is needless to add, that a rational inquiry into the meaning of one document will scarcely impugn the validity of others, and that no rights of the Company are infringed by such an inquiry. The difference, in truth, is not a serious one. Let copies of the grant be forwarded to Mr. Church and myself for translation; let any Malay scholar in England, being acquainted with the difference of our readings, likewise translate the deed, and there can be no doubt that one way or the other the question can be readily settled. As I before said, I have no interest in the matter myself. I desire that the Company should enjoy all the rights to which they may be entitled; but, in the name of common justice, do not let them assume doubtful rights, which must ultimately tell to their disadvantage. The doubts I have expressed have arisen in my mind as the framer of this deed, and I think, in that character, I possess the full right to urge those doubts, and to require their removal by a reference to the original document.

الحق
قوله

بو اينلد رايغاتون سلطان عمر علي سيف الدين ابن السلطان محمد
جمال العالم المرحوم دد الم نكزي بروني فرجنجين همباريكان باتو
هارخ ، رفد نكزي مغطابوغ سهنكل تنجوغ بارم كفد تون
بشر جيمس بروك اسكوين راج سراوق مان ٢ تمغاتن كرج اتومان ٢
بارغ سكل كلوربان يعد سورهكنغ اولد تون بشر ملينكان تون سلطان
تياد فدولي اكن تتافي جكسده تون بشر كرج اولموك كرج
كيت كاسه فد تون سلطان دوريب رعكذ سده موسم دبالاكنغ
كاسه فد تون سلطان سريب رعكذ سات موسم دمكينلم اداث

ترمكتوب يوم السبت فد بيكل فولي هادي جون سن شعبان فوق باغ سلنه ١٢٦٢

No. 8.

Lord Stanley of Alderley to Mr. Wise, Managing Director of the Eastern Archipelago Company.

Sir, *Foreign Office, December 7*, 1850.

THE Sultan of Borneo having applied through Her Majesty's Commissioner for a copy of the deed relative to working the coal-mines on the mainland of Borneo, I am directed by Viscount Palmerston to request that you will be good enough to furnish him with an attested copy of the same.

I am, &c.

(Signed) STANLEY OF ALDERLEY.

No. 9.

Mr. Wise, Managing Director of the Eastern Archipelago Company, to Lord Stanley of Alderley.

Eastern Archipelago Company's Offices,

My Lord, 34, *Cornhill, London, December* 10, 1850.

I HAVE the honour to acknowledge the receipt of your Lordship's letter of the 7th instant, acquainting me that the Sultan of Borneo having applied, through Sir James Brooke, for a copy of the deed relative to the coal-mines on the mainland of Borneo, Viscount Palmerston requests that I should furnish his Lordship with an attested copy of the same.

I beg leave to state in reply to your Lordship's communication, that I am instructed by the Directors of the Eastern Archipelago Company to inclose to your Lordship the original deed, and the official translation thereof, in order that fac-similes of these documents, prepared at the Foreign Office, may be transmitted to Borneo.

The Directors respectfully request that your Lordship will be good enough to return the accompanying documents to my address, when done with.

I have, &c.

(Signed) HENRY WISE,

Managing Director, Eastern Archipelago Company.

Inclosure in No. 9.

Grant of the Sultan of Borneo to Sir James Brooke.

State Seal of His Highness the Sultan of Borneo.

(Translation.)

THIS Memorandum or Agreement is accorded by Sultan Omar Allie Safeidin, son of Sultan Mahomed Jarmarlarl Allum, deceased, of Borneo, by which the whole of the coal found in the country extending from Mengkabong as far as Tanjong Barram, is granted to James Brooke, Esquire, the Rajah of Sarawak; the coal to be considered at the entire disposal of Mr. Brooke or his assigns, without any interference whatever on the part of the Sultan; but on the distinct understanding that the Sultan is to receive two thousand dollars for the first year the mines are opened and worked, and ever after the annual sum of one thousand dollars.

August 23, 1846.

A true translation,

(Signed) T. CHURCH,

June 29, 1847. *Resident Councillor at Singapore.*

No. 10.

Mr. Wise to Lord Stanley of Alderley.

Eastern Archipelago Company's Offices,
My Lord, 34, *Cornhill, London, December* 13, 1850.

I HAVE the honour to acquaint your Lordship, with reference to my letter of the 10th instant, that the Directors of the Eastern Archipelago Company very respectfully request, in order to secure an authenticated version of the Sultan of Borneo's grant of the coal in the mainland of Borneo, that your Lordship will be pleased to move the Board of Control to direct that the Singapore authorities, as the most competent parties, be instructed to furnish an official translation of the Sultan's deed, from the fac-simile of that document about to be transmitted by your Lordship to Sir James Brooke.

I have, &c.
(Signed) HENRY WISE,
Managing Director of the Eastern Archipelago Company.

No. 11.

Lord Stanley of Alderley to Mr. Wise.

Sir, *Foreign Office, February* 5, 1851.

WITH reference to your letter of the 25th ultimo, requesting that the documents inclosed in your letter of the 10th of December preceding might be returned to you, I am directed by Viscount Palmerston to transmit the documents in question, with his Lordship's thanks for their communication.

I have, &c.
(Signed) STANLEY OF ALDERLEY.

No. 12.

Viscount Palmerston to Sir James Brooke.

Sir, *Foreign Office, February* 18, 1851.

WITH reference to your despatch of the 20th of July last, forwarding the request of the Sultan of Borneo to be furnished with an attested copy of the deed by which he granted to you or your assigns the right to work coal within certain limits on the mainland of Borneo, I transmit to you herewith a fac-simile of that deed, prepared under the direction of this department, together with a copy of the translation of this document made at Singapore in 1847, attested by the Resident Councillor at that settlement.

With respect to your suggestion that Her Majesty's Government should decide as to the extent and meaning of that grant, I have to inform you that Her Majesty's Government must reserve their opinion until they shall be called upon to determine whether any rights granted thereby to British subjects have been infringed.

I am, &c.
(Signed) PALMERSTON.

No. 13.

Sir James Brooke to Viscount Palmerston.—(Received April 11.)

My Lord, *Malta, March* 25, 1851.

I BEG to acknowledge your Lordship's despatch of the 18th February, inclosing a fac-simile of the deed granted by the Sultan of Bruné to me, and made over by Her Majesty's Government to Mr. Wise.

I have directed Mr. St. John to forward this document to the Sultan's Ministers, for their guidance, and to transmit home a strict translation, attested by three of the best Malayan scholars in the Straits.

I have, &c.
(Signed) J. BROOKE, *Commissioner.*

No. 14.

Mr. Wise to Lord Stanley of Alderley.

Eastern Archipelago Company's Offices,
34, Cornhill, London, July 9, 1851.

My Lord,

ADVERTING to the communications that have taken place with your Lordship, relative to the Sultan of Borneo's coal-grant, I have the honour to transmit for Viscount Palmerston's information, the inclosed extract from a letter on this subject, dated 28th March, 1851, which the directors of the Eastern Archipelago Company have received from their Assistant Superintendent of coal-mines at Labuan.

I have, &c.
(Signed) HENRY WISE,
Managing Director, Eastern Archipelago Company.

Inclosure in No. 14.

Mr. Francis Motley, Assistant Superintendent of Coal-Mines at Labuan, to the Secretary of the Eastern Archipelago Company.

(Extract.) *Labuan, March* 28, 1851.

Sultan's Grant.—THE orders of the directors on this important subject will of course occupy my brother's earliest attention on his arrival at Labuan; and I venture to state as my own opinion, from what I saw and heard when in Brunè, that there will be but little difficulty in negotiating the affair, more especially as the ratification of the deed in its full integrity will, by the identification of the Sultan's interest with that of the Company, appear to afford to the Brunè Government some protection against the encroachments of their ambitious neighbour at Sarawak, who is now endeavouring to obtain Bintulu; and if he succeeds in the attempt to annex that country to Sarawak, the Rajah's northern boundary will then be contiguous to the southern limit of the Company's grant.

No. 15.

The Secretary of the Eastern Archipelago Company to Lord Stanley of Alderley.

My Lord, *34, Cornhill, London, November* 3, 1851.

WITH reference to the communications already made to your Lordship, by order of the Directors of the Eastern Archipelago Company, relative to the Sultan of Borneo's coal-grant, I have now the honour to inclose, for Viscount Palmerston's information, the accompanying copy of a letter, dated 15th August last, addressed by Mr. Church, Resident Councillor at Singapore, to the managing director of the Company, which confirms the accuracy of the official translation, a copy whereof was submitted to Viscount Palmerston with Mr. Wise's letter of 13th October, 1847.

I have, &c.
(Signed) WM. WOOLLEY, *Secretary.*

Inclosure in No. 15.

Mr. Church to Mr. Wise.

My dear Sir, *Singapore, August* 15, 1851.

I HAVE recently learnt with extreme surprise, that the accuracy of the translation made in my office of the deed dated the 23rd August, 1846, from the Sultan of Borneo, has been questioned. I have re-examined the translation, also consulted Malays and others, and feel perfectly satisfied the translation as originally rendered is substantially correct.

It will be seen the official translation is dated the 29th June, 1847. Sir James Brooke arrived here from Borneo on the 25th of the same month, and embarked for Europe on the 6th July following, carrying with him, I believe,

the original deed and the official translation; if the translation was then considered erroneous and at variance with the real intention of the parties, to wit, the Sultan of Borneo and Sir James Brooke, it is to be regretted that the objection was not advanced at that time. I think Sir James Brooke personally gave me the original document, then designated the "Coal Deed," and the English translation was read to him in my presence.

The Treaties of Borneo, Sooloo, and various other State papers (which have been characterized as extremely well translated), were done by the self-same persons as the coal-deed; and why the latter alone should be branded as erroneous I must leave others to explain and elucidate. To make and adopt a literal translation of Malayan letters and papers, would render them scarcely intelligible; so in this case a literal translation conveys an imperfect knowledge of the real purport or intentions of the contracting parties; the document is loosely drawn up; but I here reiterate my conviction, that the translation made on the 29th June, 1847, is in all material points correct.

That the exclusive privilege of working the coal-mines from Mengkabong to Tanjong Barram, is vested in Sir James Brooke or his assigns, is, to my mind, clear and conclusive; the whole tenour and phraseology of the document totally precludes any other interpretation.

Inchee Boojhal, the present intelligent Malay writer, has been in the employ of Government for twelve years; he is a genuine Malay, and well acquainted with the idiom of the language. On asking him a few days since whether the deed by implication would allow the Sultan to grant to others besides Sir James Brooke the right to take coal from any spot between Mengkabong and Tanjong Barram, he emphatically replied, "Certainly not," otherwise the deed would be a nullity.

I have also deemed it right to consult Abdullah. He has written and published several works, and is deeply versed in Malayan literature. His reputation as a scholar stands unrivalled; so much so, that he is the only Malay who has for thirty years been deemed competent and equal to the all-important and delicate task of assisting the missionaries, both here and at Malacca, in the translation of the Holy Scriptures. Abdullah's opinion is in perfect accordance with that expressed by the Malay writer relative to the exclusive privilege.

Abdullah, in conjunction with the Reverend B. P. Keasberry, made a literal translation of the deed. Abdullah, who understands English tolerably well, has informed me that the official translation is substantially accurate (which he has read), and conveys the true meaning. He thinks the deed was written by an illiterate person, and one unaccustomed to draw up official papers; there are several errors of orthography.

Mr. Keasberry is generally considered pre-eminently a Malay scholar. From his position and avocations, he has been led to study the language more extensively than perhaps any other European. On the 11th that gentleman wrote me as follows:

"I have consulted Abdullah, and it seems quite clear to me that the right of working coal-mines within the limits described in the Sultan's agreement, is exclusively Sir James Brooke's and his agents."

I apprehend more than enough has been advanced to convince the most fastidious, of the correctness of the official translation. I am somewhat mortified the question should have been raised.

Yours, &c.
(Signed) T. CHURCH.

No. 16.

Sir James Brooke to Viscount Palmerston.

My Lord, *United Service Club, London, November* 24, 1851.

THE recent decisions in the House of Commons having removed all doubts as to the character of the communities of Serebas and Sakarran, and fully justified the measures undertaken for the suppression of piracy, I consider it my duty to lay before Her Majesty's Ministers a brief account of the past, and some suggestions on the future policy to be pursued in Borneo, together with a simple statement of facts deeply interesting to the progress and success of the settlement of Labuan.

After mature deliberation, and upon the urgent representations of many important commercial associations in this country, Labuan was declared a British possession; and the objects aimed at in establishing a settlement there, were understood to be,—

1st. The suppression of piracy;

2nd. The extension of commerce; and

3rd. The development of the resources of the new settlement, in order to obtain an ample supply of coal.

The execution of the first of these objects was especially entrusted to Captain the Hon. Henry Keppel, who had already gained some local experience; and the defeat of the pirate horde of Serebas was the first step in a course of policy dictated alike by humanity and a due regard of our national position in the Eastern Archipelago.

In my Memoir on Piracy (written in 1845, and which was published in Captain Keppel's work on Borneo), I have so fully detailed to Her Majesty's Government the course necessary to eradicate so great an evil, that it will only be requisite on the present occasion to offer a brief recapitulation of its contents.

Piracy in the Eastern Seas is a crime which has arisen from impunity; its eradication is neither so hopeless or so arduous a task as may appear. By making ourselves acquainted with the pirate-haunts, we may, after due warning, punish the offenders. Conciliation and supervision become necessary after punishment; and no pirate, when he is aware that the evils he inflicts on others will be visited on himself as the certain result of his crime, will venture to continue his career. The definition of piracy should be as broadly maintained in action as it is laid down by the Law of Nations; and its suppression is a duty incumbent on every civilized State, not only for the preservation of its own commerce, but for the protection of native Governments and native traders, who are unable by their own efforts to correct or to punish the lawless communities, which are the enemies of mankind at large. Increased experience has proved to me the justice of these sentiments, and with the lapse of time I have become more and more deeply convinced that to permit bloodshed, pillage, and disorder, to remain unchecked over extensive and fertile regions, is inconsistent with any just view of our commercial interests or of the higher duties of the nation; and that if the suppression of piracy is to be effected at all, it should be effected by a course of well-considered measures, as little as possible liable to fluctuation.

The result of our past proceedings fully justifies the most sanguine expectations for the future. The pirate communities of Tampasuk, Pandasan, and Malludu, which were attacked by Sir Thomas Cochrane, have abandoned the pursuit. The Government of Brunė now admits no piratical prahus into its port, which is no longer a market for slaves or plundered property. Sadung is deserted by the piratical interlopers formerly located there. Serebas and Sakarran are deterred by fear from prosecuting their ravages along an extended line of coast; and there is a considerable portion of the inhabitants of both these rivers which is desirous of turning to the arts of peace, and willing to aid in restraining the evil-disposed. Fierce feuds arising out of the piratical acts of these Dyaks have recently been ended at the request of both parties; and an increasing commerce is the best proof which can be adduced of the advantages resulting from the vigorous policy which has extinguished piracy on the north-west coast of Borneo, from Tanjong Datu to Malludu Bay. It must however be borne in mind, that watchfulness and intercourse are necessary to convince these people that there is neither weakness or fluctuation in our measures, and that punishment will surely follow any recurrence to their previous pursuit. Whether it be to check the piratically-inclined, to encourage the well-disposed, to inspire confidence, to afford protection, to develop trade, or to increase our knowledge, the means of transport from place to place are absolutely requisite, whenever any exigency may arise, requiring the presence of the officers entrusted with the charge of political affairs in those seas.

The commission of piracy should be followed by speedy inquiry, and by a warning to the Government or community to which the piratical vessels are found to belong; and should this warning prove fruitless, the next step should be to submit the proofs obtained of the piratical character of the community, and the specific acts of piracy committed by its members, to a competent authority, in order that punishment might follow at any season most convenient to the public service. It may reasonably be concluded that when the consequences of

refusal shall be known, that the offenders would be given up to justice or punished by the better part of the community, as has recently occurred at Serebas; but in either case it is the speedy inquiry and the certain retribution that will produce the strongest impression on the native mind, and render the task more easy as it proceeds, by the complete discouragement of the pirate communities.

As the recent change in the law granting head-money for the destruction of pirates no longer enables an executive officer to prove the fact of piracy in a court of justice, this proof might, as formerly, be laid before the Naval Commander-in-chief for his decision, and at the same time be submitted to Her Majesty's Government, in order to insure a greater stability in our measures, and to shield Her Majesty's servants from unworthy suspicion. The nature of the proof required, and the mode of collecting it, should be distinctly understood, to prevent any dread of responsibility on the part of the executive officers interfering with a manly discharge of their duties; a clear definition of what constitutes piracy would preclude any narrow or individual construction of the law, marring the efforts required for its suppression; the means of making a speedy inquiry at the places where acts of piracy had been committed, would preclude all possibility of confounding the innocent with the guilty; and the certainty of punishment following on crime would strike at the root of this great evil, and by affording confidence and protection to the peaceful inhabitants of these countries, be the first and most important step towards extending our commerce.

These, my Lord, are the views which I have held for some years, which have been confirmed by experience, and which, as far as I have been able, I have carried into effect, and the course of systematic action which I have here briefly sketched I venture to recommend to the consideration of Her Majesty's Government, with a firm conviction that its adoption would be followed by the happiest results, without entailing any additional expense on the public service. By this course piracy will be suppressed, not, it is true, without persevering exertion and some loss of life, but with the least amount of bloodshed, to restore order and to render the seas and coasts of the Eastern Islands safe to the trader, whether European or native; and it must be remembered that a single year of unchecked piracy causes a greater loss of innocent life than has been caused during the last eight years of desultory, though partially unsuccessful, efforts, for its suppression.

The measures for the extension of our commerce, the second object contemplated by Her Majesty's Government in establishing the settlement of Labuan, are based on the simplest theoretical principles and a large practical experience.

The native Sovereign and Rulers of Brunę have long ceased to afford protection to their people, and their sway over most of their possessions has, *de facto*, ceased, or is very imperfectly acknowledged. The people, divided into small communities, without restraint upon the powerful or protection for the poor, have everywhere suffered from the most cruel exactions and oppressions of lawless men, until the bonds of society have become loosened, and fertile regions have been depopulated, or so wasted by piracy, by strife, and disorders of every kind, as scarcely to support a scanty and diminishing population.

I must refer your Lordship to the forcible description contained in the works of Sir Stamford Raffles, to illustrate the wretched state of society as it existed but a few years ago on the north-west coast of Borneo; and it is only necessary to add, that trade became a curse to the producing classes, and everywhere fell to its lowest limits. It is not to be conceived, even viewing the subject theoretically, that any people would desire to continue in so miserable a condition; and in practice it has been found that the inhabitants of the various rivers on the coast have either seized the first opportunity of returning to a better order of things, or are eagerly desirous of doing so. Sarawak, from the state I have described, now presents the picture of a community, influenced by the European mind, and governed by its native chiefs and people. Order has been restored, justice openly and equally dispensed; the population has very largely increased; and trade has risen from one or two small prahus annually visiting Singapore, to 15,000 or 16,000 tons of shipping, chiefly under the English flag.

This result, were it to stop here, might alone justify the measures which

have produced so happy a change; but Sarawak must still be considered in its infancy, as neither capital or efficient labour have been employed to develop its resources, and as it has had to struggle with many difficulties, both internal and external, before the Government obtained the full confidence of the people, or possessed sufficient stability to afford protection to the trader and the capitalist. Many of the other communities have been encouraged, and protected in establishing order and resisting oppression; and all the rivers on the coast have been influenced in a greater or less degree by the example of Sarawak; the state of society has been improved, and the security of the poorer classes has been attempted, and in many places with very beneficial results.

It is by the establishment of order and the security afforded to life and property, that we may look for an improved state of things; and Mr. Scott, Mr. Low, Mr. St. John, and indeed every other person competent to form a judgment from local experience, concur in opinion of the capabilities of the countries, and the great extension of commerce which would accrue, were the native population encouraged and aided in their endeavours to advance in a right direction; and could they look up to a protecting State.

The determined suppression of piracy would convince the natives of our power; and a frequent intercourse, with remonstrance and encouragement, would readily lead to the desired improvement amongst a people willing to better their social condition, and to relieve themselves from the unjust exactions and oppressions which they suffer from men who have no shadow of right over them, and who often exert an usurped authority, to the injury of the legitimate, though decayed and vicious native Government of Brunė.

If we may judge from the past, the extension of our commerce on the north-west coast of Borneo might alone become of national importance, and might be effected by native agency, without calling for any employment of force by Her Majesty's Government, except for the suppression of piracy; and without any undue interference in the internal affairs of the numerous communities which nominally compose the Kingdom of Brunė, but which in reality are abandoned, whether for good or evil, to govern themselves. The first and most difficult step has already been accomplished; and it requires only the same measures of conciliation and firmness to produce similar results upon other communities, and a similar commercial development in other rivers possessing greater natural capabilities than Sarawak.

On the third point I may observe that the rapid development of the resources of Labuan, and the speedy possession of an ample supply of coal to meet the yearly increasing demand of extended steam-communication, were considered such important objects, that a charter of incorporation for forming the Eastern Archipelago Company was granted to Mr. Henry Wise and others who interested themselves in the affairs of Borneo.

The views entertained by Her Majesty's Government in granting this charter were explicitly stated by Mr. Shaw-Lefevre in the correspondence on the subject with the Glasgow Chamber of Commerce.

In his reply, dated 13th March, 1848, to the memorial presented by the Chamber to the Board of Trade, Mr. Shaw-Lefevre writes as follows: "My Lords conceived that it was of great importance to British commerce in the Eastern Seas, that the resources of the new Colony of Labuan should be developed as rapidly as possible, and that the opportunity of establishing new branches of trade with Borneo, arising out of the facilities afforded by the relations of Governor Brooke with Sarawak, should not be lost; and my Lords were of opinion that these objects would be best promoted by the establishment of an incorporated company possessing large capital exclusively applicable to these important purposes."

And again, on the 22nd March, this gentleman states that, "My Lords, however, though they do not participate in the apprehensions expressed in the memorial, they will, nevertheless, with a view to allay them, take the requisite steps for communicating with Governor Brooke upon this subject, and for directing his especial attention to the importance of keeping in view that the object of the grant of the charter was not merely the profit to be made by the shareholders of the Company, but the more important purposes adverted to in my letter of the 13th instant, namely, the rapid development of the Colony of Labuan, and the establishment of new branches of British commerce with the Island of Borneo."

These, my Lord, were the views so clearly laid down for the guidance of the Eastern Archipelago Company, and to which my especial attention was at the time directed; and in order to judge whether the Company has acted up to the intentions thus recorded, it will be requisite to recur to its proceedings since the year 1847, when it was first incorporated.

Mr. Anstruther, Mr. Melville, and Mr. Wise were intrusted by the Board of Trade with the delicate task of forming an efficient Company to carry out very extensive and very important public objects, and for this purpose the charter of incorporation ran in their names. To effect this object, Mr. Wise entered into a negotiation with Messrs. Henderson and Co. and other mercantile firms of acknowledged influence in the commercial world. It is to be regretted that those gentlemen, possessing the full command of capital requisite to carry out the views above detailed, should have retired from an undertaking they were so capable of carrying out successfully, from a difference of opinion having arisen as to the terms or the mode of remunerating Mr. Wise for the rights he was said to possess, but which, it may be concluded, were granted to him by Her Majesty's Government for a public and not for a private purpose.

Early in the year 1848 the Company was nominally established, under the management of the present Board of Directors, Mr. Mc Gregor, the Secretary to the Board of Trade, at the time the charter was granted, becoming its chairman; and early in 1849 the works were commenced in Labuan to obtain a supply of coal. It soon became apparent, however, that the Company did not possess the capital necessary to carry out the important objects contemplated on granting the charter. The pecuniary difficulty the Company laboured under was acknowledged and manifest; and after four years' experience, it is now conclusively demonstrated that most of these objects have never been attempted, and that the limited efforts to obtain a supply of coal have proved unsuccessful:

1stly. The resources of the new Colony of Labuan, instead of being developed as rapidly as possible, have not been developed at all.

2ndly. The opportunity arising out of my relations with Sarawak, for establishing new branches of trade, have been lost.

3rdly. The large capital which the Company should have possessed has not been applied to the "important purposes" adverted to by Mr. Lefevre; and

4thly. The Company has not only failed in obtaining a supply of coal, but its dilatory proceedings may supersede the use of the mineral found at Labuan, and cause a permanent injury to the settlement.

In September 1849, Lieutenant-Governor Napier* reported that the working of the coal-mines had hitherto proceeded very slowly; and in November of the same year he states that unless pecuniary aid was afforded by the Government of the island, the operations of the Company must be brought to a close for the present. On the 24th June, 1850, Rear-Admiral Austen reported† to the Lords Commissioners of the Admiralty, that the Company had not done what might have been expected; that the coal was taken from the surface; and that, from what he could see and learn, there had been no outlay further than what had been covered by the coal paid for by Her Majesty's Navy.

On the 20th June, 1851, Mr. Coulson, an agent of the Company, bears testimony‡ very distinctly to the inefficiency of the Company's operations; and it would appear (although some few small ship-loads of coal had been exported) that the coal was dug from the surface; that there were no permanent works; that a level which had been attempted would never reach the coal-seam; and that perseverance in the present course must end in insolvency. A copy of Mr. Coulson's letter on the subject, addressed to Mr. Brown, a gentleman residing in London, I have the honour to inclose, which will no doubt be found to agree with the report made at the same time to the Board of Directors, and prove to your Lordship the lamentable failure, after a lengthened experiment, to work the coal, which is both abundant and good, and situated in a locality the most advantageous for procuring it.

Thus it would appear that the Eastern Archipelago Company has failed in accomplishing any single object for which the charter was granted: and in briefly alluding to some of the causes which have led to this want of success, it is with the sole end of enabling Her Majesty's Government to correct a state of

* See page 19. † See page 23. ‡ See page 26.

things so ruinous to the Settlement of Labuan, to the general course of our policy, and to the interests of the Company rightly considered.

The withdrawal of the influential firms which were willing to engage in an undertaking requiring both capital and judicious management, injured the Company in public estimation, and prevented its receiving that support under the present management, which the military and naval reputation of the directors might otherwise have obtained. That the Company, as at present constituted, was unable to raise the stipulated amount of capital, within the period specified by the charter, must be attributed to this want of public confidence, or to the want of a sufficient sum amongst the directors, who had undertaken to carry out the important objects contemplated by Her Majesty's Government. It must ever be regretted, therefore, that those both able and willing, from command of the capital requisite, should have been driven from the undertaking; upon a question of personal remuneration; and that they should have been succeeded by gentlemen, who, however honourable they may be, and however willing to carry out the proposed objects, have not sufficient capital for doing so; and from want of judicious and attentive management, have involved the Company in political discussions, sacrificed the ends for which the charter was granted, plunged into violent and unprovoked collision with the local Government, failed to secure my co-operation, and permitted (doubtless through ignorance) a dishonest system to be carried on by its servants in Labuan.

I am not aware whether a larger share of public confidence or increased individual resources have yet placed the Company in the position required by the terms of the charter, namely, that 100,000*l.* should be subscribed, and 50,000*l.* be actually paid up; but supposing the Company to be possessed of such a sum, it is inconceivable, on the one hand, that it should not even attempt to carry out the objects for which it was incorporated; and if it be not possessed of this capital, it is equally inconceivable, on the other hand, that the deed of settlement stipulated by the charter should have been executed.

It appears to me very certain, that struggling with many difficulties, from want of capital and from the warm opposition of an influential portion of the commercial world, the directors of the Eastern Archipelago Company should neither have sanctioned or permitted any measures to be taken by individuals of their Board, which were likely to involve the conduct and the character of the Company in public and Parliamentary discussions.

Her Majesty's Government had recognized the position held by myself at Sarawak as being one which would enable the Company to open new sources for British commerce; and on my part I was sincerely desirous to exert the official and individual influence I possessed, to advance the interests of the Company and to attain the important objects in view. In regarding, my Lord, our relative positions, the great advantages to be gained by good understanding, and the manifold evils inevitably arising from any breach between us, it would have been consulting but the common dictates of prudence, on the part of the directors of this Company, to have abstained, collectively and individually, from attacking my public reputation.

Nevertheless, being placed in a situation requiring, even for the purposes of justice, a proper forbearance, the managing director of the Company stepped forward as my public accuser; the late chairman supported the charge; and it must be concluded that the other directors concurred with their colleagues, for I will not dishonour these gentlemen by the supposition that they would permit an accusation to be advanced by their associates at the Board, which they deemed to be false, and which was so plainly opposed to the interests of their constituents.

I do not in any way complain of this accusation, or desire to discuss the merits of a question which has already been decided in the House of Commons; but the public service, the character of the Company, and the stability of our policy, have suffered and are still likely to suffer so deeply in consequence of this charge having been advanced, that it becomes necessary to explain the circumstances connected with it.

In the years 1843 and 1844 the managing director of the Company was cognizant of the measures taken by Captain Keppel against the piratical communities of Serebas and Sakarran; and so far from expressing a doubt on the propriety or humanity of these proceedings, he actually applied during the latter

year to Her Majesty's Government, to protect my life, which he considered to be endangered.

In the year 1845, Mr. Wise, without comment or objection, perused my memoir on Piracy. In 1846 he assisted in arranging the materials of Captain Keppel's work, detailing the punishment inflicted on these pirates. In 1847 it would appear he was preparing to appeal to the public, but not on this point. The inclosures 5, 6, 7, need no comment.

In 1848 the managing director was in frequent communication with myself, without making me acquainted with any change in his sentiments. He was in correspondence with Captain Keppel, whom he knew to be charged with the duty of suppressing piracy, until 1849, without adverting to the subject; and during this period of seven years he never intimated to Her Majesty's Government a change in his opinions upon so important a point; and which, had it been done previously to the operations, would have been a course consonant with humanity and justice, and allowed time for proper inquiry, without discredit to any of the parties concerned.

The defeat of the pirates occurred on the 31st July; the intelligence arrived in England about the 20th November; and the accusation was made on the 26th of the same month.

I dismiss, with this cursory notice, an unpleasing subject, and leave the directors of the Company to disprove the facts or invalidate the testimony which is now advanced, and which bears so strongly against their associate; but at the same time I must add, that when the accusation was thus rashly made against myself in England, the spirit of the managing director appeared likewise to have actuated the agents and servants of the Company in the East.

The various instances of the misconduct of the Company's servants are already on record in the Colonial Office; and it is now ascertained, moreover, that the two Mr. Motleys, for a length of time, in their dealings with the natives, have been paying the wages of the Company's labourers partly in money and partly in goods, and employing only those men who would consent to this arrangement. In short, that they have been carrying on a truck system, illegal in England, dishonest everywhere, and reviving, though in a modified degree, the oppressions practised by the native Government.

I would not imply that the directors of the Company, as a body, were cognizant of these proceedings; but it is certain that they must be held responsible for the misconduct of their servants and for the mismanagement of the Company's affairs, whilst entrusted to their superintendence. I mention and leave these facts for your Lordship's consideration, and should have here closed my despatch, did it not seem necessary, in order fully to comprehend this question, to explain the opinion I hold as to the powers granted to the Eastern Archipelago Company by the terms of the charter.

The power so granted is limited to the "Island of Labuan and the lands adjacent," which is explained by Mr. Shaw-Lefevre (in the correspondence before referred to) as understood to apply to the Island of Borneo. It admits of a grave doubt, however, whether the words, in a legal sense, will bear such a construction as is thus placed upon them; but, on the contrary, should this term come to be construed in a court of law, it is too probable that it would be restricted to mean the "Island of Labuan and the lands adjacent" within Her Majesty's dominions. In support of this view I may remark, that as a legal axiom, the minor can never rule the major proposition, and that the "lands adjacent" to the small Island of Labuan, can never include a territory without Her Majesty's dominions, twice as large as Great Britain and containing half-a-dozen independent States, including the territory held by the Netherland Government. In like manner, it might be argued that the term, if it cannot be understood to mean the whole of Borneo, cannot mean a particular part of that island; and that a charter granting rights on the Island of Labuan, within Her Majesty's dominions, cannot be held to imply the same rights as conferred beyond the limits of the British possessions, without express mention of the territory of the foreign Power over which such rights are claimed. I should apprehend, therefore, that if this term of the "Island of Labuan and the lands adjacent" were in practice applied in the sense laid down by Mr. Lefevre, that the Company would be violating the law, and that the consequent appeal which might at any time be made to a legal tribunal, would be a matter of serious embarrassment to Her Majesty's Government.

The true meaning of the words, in my opinion, is to be found by comparing the charter with Article X of the Treaty with Borneo, which clearly explains the term of the "Island of Labuan and the lands adjacent," to apply to the cession made by the Sultan of Borneo in the year 1847. The Xth Article states, that "His Highness the Sultan hereby confirms the cession already spontaneously made by him in 1845, of the Island of Labuan, situated on the north-west coast of Borneo, together with the adjacent Islets of Kuraman, Little Rusakan, Great Rusakan, Daat, and Malankasan, and all the straits, islets, and seas situated halfway between the forementioned islets and the mainland of Borneo," &c.

If my opinion on this point prove to be correct, it would limit the operations of the Company within Her Majesty's possessions, unless the Company possessed rights granted by a foreign Power. Such a right has been granted by the Sultan of Borneo and the point so long at issue between the Company and myself is, as to the construction to be placed on the deed held by it under the Bornean Government.

The directors of the Company contend that this deed is an absolute cession of all the coal within the limits specified, over which they claim a sole and exclusive right; and appeal for the correctness of this view of the subject, to a translation of the original paper made in Singapore; on the other side, I maintain that this translation is so free, as to give no just notion of the wording of the deed; that the deed does not convey any exclusive right; that it clearly implies the working of the coal, and gives no permission to close all the coal-mines in question, along an extended line of coast, to the injury of British subjects and of the Sultan's Government.

I have now the honour to inclose a literal translation of this deed, signed by two of the best Malayan scholars in the East, namely, the Reverend B. Keasberry, and Abdullah, a teacher of the Malayan language, and the correctness of this translation has been confirmed by Mr. James Logan, a gentleman well known for his profound and extensive knowledge of Malayan literature.

The deed in its present form is of a sufficiently simple character, and just such a one as might be expected to be drawn up, under verbal instructions, by a native of the city of Brunė, but little versed in the technicalities of English law. In judging of the construction to be placed on such a deed, the points to be considered are:

1stly. The justice of the case;

2ndly. The *status* of the contracting parties;

3rdly. The intentions of the party granting a boon, and of the framer of the paper;

4thly. The principles acted upon on similar occasions by Her Majesty's Government.

On the first point, justice requires that no meaning should be placed on words, unless beyond dispute, which would inflict an injury on one party conferring a right, sought as an advantage by another. In looking at the wording of the deed, it is clear that on giving the coal it was understood that a spot was to be chosen for the working of it, and that a stated sum was yearly to be paid to the grantor. If this be not the meaning of the deed, the Sultan is supposed to grant extensive coal-fields without receiving any consideration whatever in return for doing so; the Company shutting up the coal, and never paying the royalty stipulated for the working of it.

2ndly. In regarding the *status* of the parties, it is distinctly shown that the Sultan had the power of the coal, and made the grant in order to derive an advantage from it, which advantage he could have derived from working the coal himself, or letting it to other parties; whereas the Company having (since the deed was framed) acquired another coal-mine (then unknown), they desire to stand in a position to convert the boon granted into an injury, by excluding the grantor from deriving any benefit from his property.

3rdly. The intention of the Sultan could not have been to give away his property without a consideration, but, on the contrary, to derive a fixed revenue from it; and therefore to place any construction which excludes him from receiving an equivalent must be contrary to his intention. My own intention as the framer of the deed was expressed at the time it was made, and has already been laid before your Lordship. I then stated that the deed granted a permission to work the coal, and this permission was valuable at that time, because the

extensive coal-fields in Labuan had not then been discovered by Lieutenant Heath; and because, by obtaining a right of working, it prevented the Sultan making an exclusive grant to any other nation.

4thly. The principles acted on by Her Majesty's Government in Borneo are sufficiently well known; no exclusive privileges have been sought as a nation; and no exclusive rights acquired by individuals have been confirmed when they have been found to be injurious to commerce and the development of native countries. Mr. Lefevre, writing in the name of the Lords of the Committee of Privy Council for Trade, states that "no exclusive privileges are granted to the Company by the charter; and that the Company is to conform to the directions of Her Majesty's Secretaries of State in respect to its intercourse and dealings with foreign Powers." The exclusive privileges, therefore, not granted by charter, can scarcely be granted without the charter, should they be found to be unjust or injurious.

The position of the Company with reference to its exclusive claim to the coal may be stated as decisive of the question. It holds a doubtful claim upon a loose deed, framed, as I argue, on the understanding that the coal was to be worked, and with no intention of bestowing an exclusive power; and it uses this doubtful claim to shut up the coal-mines, along a coast line of 150 miles, greatly to the injury of the Sultan of Borneo and his subjects, and to the interests and freedom of British commerce.

With these remarks I may leave the various subjects mentioned in this communication for the consideration of Her Majesty's Ministers, praying for that protection which the officers of Government may claim in the performance of their duties, and a remedy for the disastrous state of affairs which has arisen in consequence of the conduct and claims of the Eastern Archipelago Company, and which, if not ended, must bring ruin on the settlement of Labuan.

In conclusion I must state my firm conviction that the recommendations I have made in the first portion of this despatch will enable Her Majesty's Government, with certainty and with facility, to carry out a course of policy highly advantageous to this country, and conferring a blessing on the inhabitants of the Eastern Archipelago.

I have, &c.
(Signed) J. BROOKE.

Inclosure 1 in No. 16.

Correspondence between Rear-Admiral Austen and others, and the Admiralty, respecting the Supply of Coal by the Eastern Archipelago Company.*

Mr. Merivale to the Secretary to the Admiralty.

Sir, *Downing Street, February* 4, 1850.

I AM directed by Earl Grey to transmit to you, for the consideration of the Lords Commissioners of the Admiralty, the copy of a despatch from the Lieutenant-Governor of Labuan, stating that arrangements had been made with the Eastern Archipelago Company to supply coals for the remainder of the year for the use of Her Majesty's Navy, at 20*s.* per ton, to be delivered on the beach, and subject to a royalty of 2*s.* 6*d.* per ton.

By the terms of the agreement between Her Majesty's Government and the Company, dated in 1848, the price to be paid for coal supplied to Her Majesty's ships is, as their Lordships are aware, 11*s.* per ton, to be delivered at the pit's mouth, free of royalty; and I am to request that you will move the Lords Commissioners to acquaint Lord Grey whether the proposed modification of the terms of the original contract meets with their approbation.

I am, &c.
(Signed) HERMAN MERIVALE.

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* Ordered to be printed by the House of Commons, June 24, 1851. (Sessional Paper No. 428.)

Lieutenant-Governor Napier to Earl Grey.

My Lord, *Labuan, September* 14, 1849.

I HAVE the honour to state, for your Lordship's information, that from the time when the coal-mines at the North Point began to be worked under the management of the agent of the Eastern Archipelago Company, it was arranged that the Company should, for the remainder of the current year, be allowed the sum of 20*s.* a-ton for all coal supplied for the use of Her Majesty's Navy, deliverable from the beach instead of from the pit's mouth, and subject to a royalty of 2*s.* 6*d.* a-ton. This arrangement was suggested by his Excellency the Governor, and under the present very imperfect means of conveyance in that part of the island, is not perhaps in anywise disadvantageous to Her Majesty's Government.

It seems advisable, while addressing your Lordship on this subject, that I should bring to your Lordship's notice the fact that the working of the coal-mines has hitherto proceeded very slowly under the agency of the above-mentioned Company, and that on recent occasions they have found themselves unable to supply coal to meet the requirements of the public service, although the same were within very moderate limits; nor does it appear that, under the arrangements now going forward, there will be any improvement on this state of affairs for months to come, or any considerable quantity of coal be forthcoming during that period, notwithstanding the undoubted abundance of the mineral, of which the agent for the Company expresses himself fully satisfied.

This unsatisfactory state of affairs appears to be wholly occasioned by the unprovided state, both as to means and machinery, in which the agent began his operations, although some machinery and a few mechanics have been since procured from Singapore. And I mention the circumstance, both to apprize your Lordship of the actual state of the facts, and to guard your Lordship against the possibility of being misled by any misrepresentations of the subject, as the present backward state of affairs at the mines is very likely to give rise to unfavourable impression, and to originate disparaging and depreciatory rumours regarding the Labuan coal.

I have, &c.

(Signed) W. NAPIER, *Lieutenant-Governor, Administering the Government.*

The Secretary to the Admiralty to Mr. Merivale.

Sir, *Admiralty, February* 18, 1850.

IN reply to your letter of the 4th instant, inclosing a copy of a despatch from the Lieutenant-Governor of Labuan, stating the terms made by him with the Eastern Archipelago Company, for the supply of coals for the Navy during the remainder of the year 1849, I am commanded by my Lords Commissioners of the Admiralty to request that you will inform Lord Grey that they fully approve of the arrangement.

I am, &c.

(Signed) J. PARKER.

Storekeeper-General of the Navy acquainted with the above.

Mr. Merivale to the Secretary to the Admiralty.

Sir, *Colonial Office, April* 8, 1850.

WITH reference to your letter of the 18th February, conveying the approval of the Lords Commissioners of the Admiralty of the alteration in the price of the coal supplied to Her Majesty's vessels off Labuan, during the remainder of the past year; I am directed by Earl Grey to transmit to you the copy of a despatch

received by the last mail, from Governor Sir James Brooke, expressing his wish that measures may be taken for paying to the Eastern Archipelago Company the difference due to them for coal delivered by their agent in the colony; and I am to request you will move their Lordships to give such directions as they may consider proper for complying with the Governor's application.

I inclose herewith the copy of the only despatch received by Earl Grey, containing any account of the quantity of coal supplied by the Company to Her Majesty's vessels.

I am, &c.
(Signed) HERMAN MERIVALE.

Sir James Brooke to Earl Grey.

My Lord, *Labuan, December* 18, 1849.

1. I HAVE the honour to refer to my private and confidential communication of the 29th of May last, announcing my intention of authorizing, subject to your Lordship's approval, a temporary increase of price for the Labuan coal supplied for the use of Her Majesty; and I now inclose the official intimation addressed to the superintendent of the mines of the Eastern Archipelago Company, by the Lieutenant-Governor, authorizing the payment of 1*l.* a-ton, subject to a royalty of 2*s.* 6*d.* per ton.

2. His Excellency the late Naval Commander-in-chief declined, however, the payment of the increased price authorized by me, and in consequence, the superintendent of the Company has as yet received only the sum of 11*s.* per ton, according to the terms of the agreement entered into by Mr. Wise.

3. The reasons which induced me to authorize an increase of price were:—1st, as an encouragement to the Company at the outset of the undertaking, when labouring under great disadvantages in working the mines; 2ndly, in order to insure, if possible, a supply of coal for Her Majesty's vessels, which I was aware would be very doubtful if the original agreement was adhered to; and 3rdly, because the agreement made with Mr. Wise was void in consequence of the non-fulfilment of the 5th clause.

4. The inconvenience and delay occasioned to Her Majesty's vessels by the non-payment of the extra price authorized has been very considerable; and on these grounds I trust your Lordship will sanction the step I have taken, and that the Lords Commissioners of the Admiralty will be pleased to direct the payment of the extra 9*s.* per ton.

5. I propose, however, withdrawing this boon at the end of the year, as inferences unwarranted by the circumstances have been drawn from it.

I have, &c.
(Signed) J. BROOKE, *Governor, &c.*

P.S.—It is just to the late Admiral to state, that his objection to paying the advanced price was in consequence of an oversight in omitting, during my absence, to notify to him the change that had occurred.

J. BROOKE.

Lieutenant-Governor Napier to the Agent of the Eastern Archipelago Company at Labuan.

Sir, *Labuan, July* 3, 1849.

I HAVE the honour to acknowledge the receipt of your letter of this day's date, requesting confirmation of an intimation made you by his Excellency Sir James Brooke, relative to increasing the price of Labuan coals, and beg to state in reply, that all coal delivered by you from the beach for the use of Her Majesty's Navy, or pursuant to any requisition of this Government, during the remainder of the present year, will be paid for at the rate of 20*s.* a-ton, subject

to a royalty of 2*s*. 6*d*. per ton, and without prejudice to any existing agreement with which the Eastern Archipelago Company are connected relating to the Labuan coals.

I have, &c.
(Signed) W. NAPIER,
Lieutenant-Governor, administering the Government.

Lieutenant-Governor Napier to Earl Grey.

My Lord, *Labuan, November* 16, 1849.

IN my despatch of date the 14th September, I took occasion to bring to your Lordship's notice the present unsatisfactory state of proceedings in respect of the coal-mines; and I now beg to draw your Lordship's attention to the inclosed copies of communications received by me on the subject from Mr. Motley, the agent of the Eastern Archipelago Compauy, and of the replies to the same.

Your Lordship will observe that Mr. Motley finds himself under the necessity of applying for pecuniary aid to the Government of this island to enable him to proceed in his operations, without which assistance, he says, they must be brought to a close for the present.

Under these circumstances, and the interest of the public service, I took upon myself the responsibility of making him the advance from the colonial treasury of six hundred (600 $) Spanish dollars, applied for in his letter of the 2nd instant, and I am still in correspondence with him in regard to further advances in terms of his subsequent communications.

I am sensible that a transaction of this nature is not authorized by any instructions of your Lordship, or by the ordinary rules of the colonial service; but as an important public interest was at issue, I venture to hope your Lordship will not disapprove of my having availed of the colonial finances in aid of that interest, the more so as Mr. Motley's distress appears to be enhanced by his not being in receipt of considerable sums due to him for coal supplied to steamers and vessels in Her Majesty's service. Any further aid which I may venture to afford will be within that limit; and even if such caution be not actually necessary, its observance is impressed on me by the extraordinary and unaccountable circumstance of the agent of a chartered company, which avows the working of the Labuan coal as its principal object, having been dispatched to Labuan to work the coals, and finding himself reduced to the difficulties described by Mr. Motley, after having been now more than six months in the island, nearly the same struggle with circumstances having existed during the whole of that period.

I have, &c.
(Signed) W. NAPIER,
Lieutenant-Governor, administering the Government.

The Agent to the Eastern Archipelago Company to Lieutenant-Governor Napier.

Sir, *Tanjong Kobong, Labuan, November* 12, 1849.

IN answer to your inquiry in a note of the 10th instant, I beg leave to send an account of the monies due from Government to the Eastern Archipelago Company:—

			Tons.
July	26.	Coal supplied to the Hon. Company's ship "Semiramis"	150
August	4.	Coal supplied to Her Majesty's ship "Mæander"	150
August	24	Coal supplied on board barque "Polka," and taken out by the Hon. Company's ship "Semiramis"	80
October	10.	Coal supplied to the Hon. Company's ship "Nemesis"	109
October	30.	Coal supplied to Her Majesty's ship "Reynard"	22
		Total	517

Sinking the royalty, the additional 6*s.* 6*d.* per ton will very little more than pay the expenses of transit from the pit in the case of the first three lots of coal.

I have, therefore, to avoid confusion, called it the cost of transit, which in fact it is, as I am only bound to deliver the coal at the pit's mouth. The account will therefore stand as follows:—

	£	*s.*	*d.*
517 tons of coal, at 11*s.*	284	7	0
Carriage of ditto to the beach, at 6*s.* 6*d.*	168	0	6
109 tons			
22 tons			
131 tons, at 1*s.*	6	11	0
	458	18	6
Deduct 11*s.* per ton paid by the purser of the "Nemesis" on 109 tons, leaving the items which he said he had no authority to pay at present	59	19	0
Total	398	19	6

The rate of exchange at present being unknown to me, I do not reduce the sum into dollars, but it is evident that in round numbers nearly $2000 are yet due to the Company. I inclose copies of my agent's correspondence with the Admiral on the subject of payment. Hoping that this explanation will prove satisfactory,

I have, &c.
(Signed) JAMES MOTLEY,
Agent to the Eastern Archipelago Company.

The Secretary to the Admiralty to Rear-Admiral Austen.

Sir, *Admiralty, April* 20, 1850.

I AM desired by my Lords Commissioners of the Admiralty to signify their direction to you to cause the paymasters and pursers of Her Majesty's ships to make payment in cash for all coal delivered on board such ships at Labuan, at the rate of 20*s.* a-ton, less 2*s.* 6*d.* royalty; as well for what is now owing to the Eastern Archipelago Company, as for what may in future be obtained from them.

I have, &c.
(Signed) JOHN PARKER.

Herman Merivale, Esq., Under Secretary of State for the Colonies,
Accountant-General of the Navy,
Storekeeper-General of the Navy,
} acquainted with the above directions.

The Secretary to the Admiralty to Rear-Admiral Austen.

Sir, *Admiralty, July* 2, 1850.

WITH reference to my letter of 20th April last, respecting the payment for all coal delivered on board Her Majesty's ships at Labuan, I am desired by the Lords Commissioners of the Admiralty to signify their direction to you, as some misunderstanding has arisen on this subject to cause the paymasters and pursers of Her Majesty's ships to pay 20*s.* a-ton in full for the coal in question, without any deduction for royalty.

I have, &c.
(Signed) W. A. B. HAMILTON.

Herman Merivale, Esq., Under Secretary of State for the Colonies,
Accountant-General of the Navy,
Storekeeper-General of the Navy,
} acquainted with the above directions.

Rear-Admiral Austen to the Secretary to the Admiralty.

Sir, "*Fury*," *Singapore, June* 24, 1850.

1. WITH reference to your letter of 20th April last, desiring me to cause the paymasters and pursers of Her Majesty's ships to make payment in cash for all coal delivered on board such ships at Labuan, at the rate of 20*s*. a-ton, less 2*s*. 6*d*. royalty, I have the honour to inform you that I have given the necessary directions for payment to be made at the above rate for all coals that have been delivered up to the 7th instant.

2. I beg, however, permission to remark, that hitherto they have not been delivered on board Her Majesty's ships by the Eastern Archipelago Company, but have in most instances only been conveyed from the pit's mouth to the beach, from whence they have been taken by the ships' boats, very greatly to their wear and tear, which has been particularly instanced by the "Semiramis" and "Nemesis;" they, having received large quantities there, have had some of their boats ruined in the service.

3. I am of opinion, that taking into consideration the difficulty that must occur in shipping the coals during the north-east monsoon, and the consequent wear and tear of boats, half-a-dollar per ton would be a fair value for this service; and I shall therefore direct that half-a-dollar be deducted from the sum authorized by their Lordships, until the coal is brought alongside by the Company, or until I receive instructions to the contrary; and I have also informed the Company's agent, that although I have complied with their Lordships' commands, in causing payment to be made at the before-named rate, yet as I conceive these orders were given under the impression that the coal had been shipped at the Company's expense, he is to consider the sum paid is liable to a deduction of half-a-dollar per ton, should directions be given me to that effect.

4. I have the honour to inclose a copy of a letter from his Excellency Sir James Brooke, informing me of his recommendation that the permanent price per ton should be 14*s*.

5. "Surface coal" was the only sort received by the "Fury" on my recent visit to Labuan, which was of very inferior quality, but of course procured by the Company at less expense than by mining for it; I have called the agent's attention to the necessity of supplying better coal for the use of Her Majesty's steamers.

6. I cannot conclude without expressing my opinion that the Eastern Archipelago Company have not done in Labuan what might have been expected from them during the two years they have been in possession of the mine.

7. With so large a capital as they profess to have subscribed (20,000*l*.), I expected to have found that some definite steps had been taken for working the mine to advantage, by obtaining machinery, good workmen, &c.; but from what I could see and learn, there has been no outlay there farther than what has been covered by the coal paid for by Her Majesty's Navy.

8. Although I have no doubt that a good quality might be obtained by working it properly, yet it is now only obtained by scraping the "surface coal," which is of course mixed with a large quantity of dirt, and makes it more expensive than a high-priced good coal.

9. Had a certain capital been laid out by the Company, the demand upon them would have been very great by the Peninsular and Oriental Company and by Her Majesty's Navy alone, and the mine must long ere now have been in full working condition, and the road to the beach (700 yards) would have been completed; but as it is, they have not yet made one exportation by merchant-vessels, and often they have not sufficient to supply Her Majesty's steamers.

10. At present there are from 100 to 200 labourers, the natives of Borneo, who are employed in a desultory way, working perhaps for a fortnight, and going away for as long. I consider that Chinese emigrants ought to have been obtained before now, who could be depended upon as efficient and regular workmen.

I have, &c.

(Signed) CHARLES J. AUSTEN,
Rear-Admiral, Commander-in-chief.

Sir James Brooke to Rear-Admiral Austen.

Sir, *Singapore, June 7*, 1850.

I BEG to thank your Excellency for your communication of this day's date, and I regret that I am unable to refer to my despatch of the 7th January last. The rate of 20*s.* per ton, less 2*s.* 6*d.* royalty, was a temporary boon, sanctioned by me at a time when the Company was labouring under many disadvantages, but I subsequently recommended to Lord Grey that the permanent price of the coal per ton on board should be fixed at 14*s.*

I should recommend, therefore, that the price (20*s.* per ton) allowed by the Lords Commissioners should be considered a temporary boon until the final lease with Her Majesty's Government is drawn out.

I have, &c.

(Signed) J. BROOKE, *Governor.*

The Secretary to the Admiralty to Mr. Merivale.

Sir, *Admiralty, August* 24, 1850.

WITH reference to my letter of 20th April last, acquainting you that the Commander-in-chief on the East India station had been directed to cause the paymasters and pursers of Her Majesty's ships to make payment in cash for all coal delivered on board such ships at Labuan, at the rate of 20*s.* a-ton, less 2*s.* 6*d.* royalty, I am desired by the Lords Commissioners of the Admiralty to transmit herewith, for the information of Earl Grey, the copy of a letter from Rear-Admiral Austen, by which it appears that coals have hitherto not been delivered on board Her Majesty's ships by the Eastern Archipelago Company, but have in most instances been conveyed from the pit's mouth to the beach, from whence they have been taken by the ships' boats, very greatly to their wear and tear; and I am to request you will acquaint Lord Grey that my Lords are of opinion that the deduction of half-a-dollar per ton, as proposed by Rear-Admiral Austen, should be made from the payment to the Eastern Archipelago Company, for the coal supplied to Her Majesty's ships, until the Company shall convey the same on board.

I have, &c.

(Signed) J. DYER, *pro Secretary.*

Rear-Admiral Austen to the Secretary to the Admiralty.

Sir, "*Hastings,*" *Singapore, July* 13, 1850.

1. WITH reference to my letter of the 24th ultimo, informing you of my opinion, that half-a-dollar per ton should be deducted for all coals received at Labuan that were not brought on board at the expense of the Eastern Archipelago Company, I have the honour to inform you that I have this day received a letter from the Company's agents at Singapore, Messrs. Shaw, Whitehead & Co., of which the following is an extract:

2. "The deduction of half-a-dollar per ton for the coals already supplied we consider equitable, and are, if his Excellency deems it proper, prepared, on behalf of the Eastern Archipelago Company, to make it at once upon the money to be paid by the 'Fury' and 'Semiramis.' "

3. I have in consequence desired that this deduction may be made from the payments still due, and await instructions regarding what has already been paid to the Company.

I am, &c.

(Signed) CHARLES JOHN AUSTEN,
Rear-Admiral, Commander-in-chief.

Mr. Merivale to the Secretary to the Admiralty.

Sir, *Colonial Office, September* 30, 1850.

WITH reference to Mr. Dyer's letter of the 24th ultimo, reporting that the agents of the Eastern Archipelago Company have not delivered coals on board Her Majesty's ships at Labuan, according to the agreement made with the Company, and proposing that a deduction of half-a-dollar per ton should be made from the price stipulated to be paid in respect of such coal as may be delivered at the beach, and not on board; I am directed by Earl Grey to transmit to you, for the information of the Lords Commissioners of the Admiralty, the copy of a letter from the Chairman of the Eastern Archipelago Company, in answer to a communication which his Lordship caused to be made to him on this subject.

I am, &c.

(Signed) HERMAN MERIVALE.

The Chairman of the Eastern Archipelago Company to Mr. Hawes.

Eastern Archipelago Company's Offices,

Sir, 34, *Cornhill, London, September* 17, 1850.

WITH reference to your letter of the 14th instant, on the subject of a proposed deduction of half-a-dollar per ton from the payments to be made to the Eastern Archipelago Company for such supplies of coal to Her Majesty's ships at Labuan as have not been delivered in the stipulated manner, I have the honour to acquaint Lord Grey that, pending the completion of the Company's coal-lighters, now building at Labuan for the service in question, the directors have no objection to the temporary arrangement adverted to.

I am, &c.

(Signed) J. MACGREGOR.

Rear-Admiral Austen to the Secretary to the Admiralty.

Sir, *"Hastings," Penang, August* 31, 1850.

1. WITH reference to your letter of the 2nd July last, No. 73, desiring me to cause the sum of 20*s.* per ton in full to be paid for coals delivered on board Her Majesty's ships at Labuan, I have the honour to request you will be pleased to submit to the Lords Commissioners of the Admiralty that I am of opinion that it would be advisable to defer carrying the orders of their Lordships into effect until my letters Nos. 54 and 77 have been acknowledged, as it is possible they may alter the intention of their Lordships with respect to the full payment of 20*s.*

2. Should this not be the case, I will, upon receiving your acknowledgment of the letters above referred to, direct the short payments to be immediately made good.

I am, &c.

(Signed) CHARLES JNO. AUSTEN,
Rear-Admiral, Commander-in-chief.

The Secretary to the Admiralty to Rear-Admiral Reynolds.

Sir, *Admiralty, November* 21, 1850.

HAVING laid before my Lords Commissioners of the Admiralty your letter of the 31st August last, relative to the payment for coals at Labuan, I am desired by their Lordships to acquaint you that the Eastern Archipelago Company have agreed to a reduction of half-a-dollar a-ton from the payments to be made to them for such supplies of coal to Her Majesty's ships at Labuan as have not been delivered on board by the Company's coal lighters.

I have, &c.

(Signed) J. PARKER

Inclosure 2 in No. 16.

Mr. Coulson to Mr. Brown.

Eastern Archipelago Company,
(Extract.) *Labuan, June* 20, 1851.

I HAVE much pleasure in addressing you from Labuan again, but I regret to inform you of our bad state of affairs here. We have a seam of coal from 12 to 14 feet thick, and planted as coal seldom is, cropping out to the surface in a ravine which runs across the whole Island of Labuan. We are working the coal at the crop, but in such a beastly manner as I seldom have ever seen. I have no doubt in my mind of the issue, if some material change does not take place, or the Company must be wound up.

We are here with at least an expenditure of 8000*l.*, and we are without an iota of permanent work: no roads, no railways, no pits sunk or borings made, and a jetty which is only stuck in the sand. The underground level which they have attempted to drive is the most wretched thing ever begun; it has been going on for twelve months, and when I came here it was 20 yards on, and is a most scandalous piece of expenditure. The level is driven so nearly parallel with the crop, as to be completely useless. The crop of the coal runs up the ravine, the level is driving nearly the same course. We shall have to drive the level 200 yards, without one shovelful of coal being won, except that got in the breadth of the level. The man we have here pays more attention to shells, insects, and birds, and has no system of working. Any one does as he likes. The labourers have 8*d.* per day, and are paid by our manager's brother in part with calico—this game I have objected to.

I have sent my report home to the directors, as they wished me to do, and have given them my opinion of the works and coal-field generally. The Island of Labuan contains other seams of coal; the Company's being to the crop along the island, is of course the worst coal. At a place called Victoria Bay or Town, coal has been found. I have strongly recommended the Company to run their jetty out, and lead their coals by an inclined plane—put up a saw-mill.

With 1200*l.* to 1400*l.* a-year salaries, and 200 to 300 employed, and with so small a produce of coal, how can a dividend be made, although the price is very high—delivered to steamers, 20*s.* per ton, but with the royalty rent heavy, 2*s.* 6*d.*? Such a reckless expenditure as we have here, you cannot imagine. Mr. Wise knows but little about colliery business, and less still of what is going on here. There is little doubt of the project being good, if fairly opened out. There is, I understand, beautiful coal upon the south side of Borneo, and minerals of all kinds abounding. The antimony mines are, I think, not well managed at Sarawak. What a quantity of iron ore is at Singapore!

This island and the opposite coast, in extent 150 miles down the coast, appears one immense coal-field. This Company have the coal at the city of Borneo, called by the natives Bruné. How I wish we had in Ireland such a speculation as this! I have recommended the Company to reduce their agencies here, and have given in my resignation; and I have recommended them to send out blacksmiths, sawyers, carpenters, and engine-men. Whether the directors withdraw me or not, I cannot stay with them. The Dutch Government have an idea of opening out mines on Borneo, and I am led to suppose I can get their situation if I choose to apply; otherwise I propose going down to Australia, and there settle, and send for my family to come out. We are twenty-six days' sail from it, and a mail is expected to be established there from Singapore.

The people in Singapore who have been in Australia tell me I should immediately get a first-rate situation there; and the climate, I learn, is excellent. If we are to be allowed to go on in the same manner as we are here, we must all fall to the ground.

Inclosure 3 in No. 16.

Copy of Mr. Wise's Letter of the 29th day of November, 1849, to Lord John Russell, respecting the Proceedings of Sir James Brooke against the Dyaks at Borneo, and of any Correspondence or Orders by the Government thereon.*

Mr. Wise to Lord John Russell.

My Lord, 34, *Cornhill, November* 26, 1849.

HAVING been the channel of communication in the highly important matters which resulted in the acquisition of Labuan as a British colony, and the appointment of Sir James Brooke as Governor thereof, I deem it due to my respect for your Lordship's Government, as also to my own character, to express a deep feeling of regret at the recent dreadful proceedings against some of the Dyaks in Borneo; and I beg respectfully to state, that in common with others, who from much experience in the East are capable of forming an opinion thereon, I believe such proceedings to be not more inconsistent with Sir James Brooke's previous professions of a Christian philanthropist, incompatible with his duties as Governor of Labuan (upwards of 300 miles distant from the scene of the late slaughter), and unjustifiable on the ground of justice and humanity, than they are unwise, impolitic, and mischievous, as affecting commerce and civilization, and the high reputation of this country.

I have, &c.
(Signed) HENRY WISE.

Mr. Grey to Mr. Wise.

Sir, *Downing Street, November* 28, 1849.

I AM desired by Lord John Russell to acknowledge the receipt of your letter of the 26th instant.

I am, &c.
(Signed) R. W. GREY.

Inclosure 4 in No. 16.

Extracts from Mr. Wise's Correspondence published in the Borneo Papers.

Mr. Wise to Lord Haddington.

London, October 9, 1844.

IN the absence of your Lordship from London I lately sought an interview with Sir George Cockburn, and after fully discussing the critical position of Mr. Brooke, in consequence of the proceedings of certain piratical chiefs in the vicinity of his settlement, the gallant Admiral with his characteristic promptitude, has since communicated the assent of the Lords Commissioners of the Admiralty to the application for protection that I ventured to make to their Lordships on Mr. Brooke's behalf.

* * * * * *

In fact, one small steamer (drawing little water) and three or four gun-boats, by which means the several rivers in Borneo could more easily be ascended and the strongholds of the pirates destroyed, would effect everything, and at comparatively small expense.

* Ordered to be printed by the House of Commons, June 14, 1850. (Sessional Paper No. 456.)

Mr. Wise to Sir Robert Peel.

London, April 7, 1846.

THE pirate chiefs and tribes by whom Mr. Brooke is surrounded, exasperated at the success with which, mainly under his counsel and directions, they have been defeated, and in part subdued, are not unlikely to take advantage of his apparently neglected and defenceless condition; and it is not impossible that he may be suddenly cut off, on some unlooked for occasion, notwithstanding all the precautions his private and limited resources enable him to adopt.

Inclosure 5 in No. 16.

Mr. Mc Dougall to Sir James Brooke.

Church Mission House, Sarawak,
December 16, 1850.

My dear Sir James,

IN the conversation I had with Mr. Wise respecting you, before I left England, he, after speaking of all the good he had done you by his exertions, among other things said that of course he had great influence with you, for your reputation was completely in his power, as there were passages of your journal printed in Captain Keppel's book, which he had suppressed, but which if given forth to the world would make you appear a murderer, instead of the great philanthropist everybody thought you. This, even now, I remember distinctly was the purport of what he said, though not perhaps the exact words, and I was very much surprised at his making such remarks to me, a perfect stranger; the only object I could perceive in his doing so, was to make me appeal to him rather than to you in all matters concerning the mission. The bait, however, did not take, as I was never fond of go-betweens, and I certainly would never have fished in the dirty ditch at Austin Friars, when I had always ready access to the pure Brooke at Mivart's.

Ever gratefully, &c.
(Signed) F. T. MC DOUGALL.

Inclosure 6 in No. 16.

Mr. St. John to Sir James Brooke.

18, *North Bank, St. John's Wood,*
August 20, 1851.

My dear Brooke,

WHEN I first became acquainted with Mr. Wise he uniformly represented you to me, not only as a philanthropist and the benefactor of the Indian Archipelago, but as a truly great man. In this view of your character he long persisted; but some time after the publication of Keppel's book, a box of papers containing your original journal, with a number of letters to Mr. Templar, fell into his hands. He perused the letters and took extracts, but omitted at the time to mention the circumstance to me, though I then remarked that he changed suddenly, and began to say that he had been deceived in you; that you were "a very bad man;" that all your proceedings in the East were carried on exclusively for your own aggrandizement; that he could supply me with proofs of these allegations, and that if he had not suppressed or altered a portion of your journal, you would have appeared to the world in the light of a murderer, which it seemed to me evident he wished me to believe you. I replied that if he would put into my hands the proofs he spoke of, I would attack and denounce you publicly; but though he always professed his intention when the matter should be ripe, of throwing off the mask and appealing to the public, he said the time was not yet come for bringing the affair before the world. This shook my faith in his trustworthiness, and I began to suspect he was playing some deep game of his own. The motive of his resentment against you became

obvious to me when he alluded to some expressions derogatory to him, which he said you used in writing of him to a private friend. The chief reason, however, for his attempt to ruin you—the principal sore point in the whole transaction—was the detention of the coal-grant made by the Sultan, which was to repay him for all his exertions; and at the arrival of every fresh mail without bringing it, his indignation against you increased.

I became fully satisfied of his crooked policy, when on your return to England in 1847, he went down to meet you, inviting you to dine at his house, and there in the presence of numerous friends pronounced the warmest eulogium on your character and on all you had done in the Archipelago. I was shocked and disgusted by this hypocrisy, and reproached him with it, as well as with causing your portrait by Mr. Grant to be copied, framed, and hung in his dining-room; to which his only answer was, that people are compelled sometimes to do such things by circumstances.

I may here remark, that during the entire time of our intercourse he never expressed a single doubt respecting the piratical character of the Serebas community, even after it had become evident to me that his intention was to ruin your character, public as well as private.

The idea of my son Spencer's going out with you to Borneo had originated with Mr. Wise, but he now sought to dissuade me from allowing him to accept the appointment, saying you were the greatest tyrant in the world, as the poor youth would find as soon as he was fairly in your power. To this I replied, that if I had fifty sons I should be too happy to entrust them to you. Our intercourse now became unpleasant, and in a few weeks after you left England ceased entirely.

Allow me for my own satisfaction to add, that instead of repenting of having placed my son under your authority, I have every day more and more reason to rejoice at it, and to express my gratitude to you for the undeviating kindness and generosity with which you have treated him.

Trusting you will excuse this expression of my feelings,

I am, &c.

(Signed) JAMES AUGUSTUS ST. JOHN.

Inclosure 7 in No. 16.

An explanation and exposure of the Charges made against Sir James Brooke, with reference to the Capture and Execution of Criminals in Sarawak.

AN attempt has been made to place a forced construction on the passages in Sir James Brooke's Journal, which relate to the deaths of the Pangeran Budrudeen with two of his followers, and of the two Dyak chiefs, Pa-Rimban and Pa-Tummo; and a charge has been publicly* made against Sir James Brooke, that "*they were executed by him without trial, and on his own mere motion.*" The following statement of facts, filling up the brief outline of the Journal, will refute these unfounded charges, and place the real merits of the case before the public.

On the 24th of September, 1841, Sir James Brooke was declared Rajah of Sarawak. On the 3rd of November he wrote as follows, "I have a country, but oh! how beset with difficulties, how ravaged by war, torn by dissensions, and ruined by duplicity, weakness, and intrigue."†

On the 5th of November a Court of Justice was opened on a simple plan for the substantial redress of wrongs.‡ On the 10th January, 1842, a brief code of laws or regulations was published, the first article of which was as follows:—

"That murder, robbery, and other heinous crimes will be punished according to the Ondong Ondong (the native laws then in force), and no person committing such offences will escape, if after *fair trial* he be proved guilty."§ And concludes thus:—

"8th. The Governor issues these commands and will enforce obedience to them, and whilst he gives all protection and assistance to the persons who act

* See "Examiner" of June 14 and 28, 1851.

† Keppel, vol. i, page 251. ‡ Ibid., pages 256, 257. § Ibid., page 266.

rightly, he will not fail to punish those who seek to disturb the public peace or commit crimes, and he warns all such persons to seek their safety, and find some other country where they may be permitted to break the laws of God and man."*

The entire Journal will prove that great firmness was necessary to establish a Government and to administer justice. "It was enough (remarked Sir James Brooke) "that a follower of the Rajah was concerned, to hush up all wrongs;" and he adds, that, "equal justice is the groundwork of society, and unless it can be administered, there can be no hope of ultimate improvement. The country may have bad laws, but such laws as it has must be enforced gently and mildly as may be towards the superiors, but strictly towards the guilty, and all crimes coming under my cognisance must meet with their punishment."†

These extracts from Captain Keppel's work are preliminary to the two cases: the 1st, that of ths Pangeran Budrudeen and his two followers; and the 2nd, that of the two Dyak chiefs, Pa-Rimban and Pa-Tummo; and a most cursory reference to that work will further show,—

That the country was disorganised and distracted, and that a firm and equal administration of justice was necessary, though difficult and dangerous;

That the native laws were in operation against "murder, robbery, and other henious crimes;" and

That a court of justice had been opened, that witnesses were heard, and that the native Rajahs assisted Sir James Brooke in administering justice.‡

These principles are plainly set forth in the Journal; and it is rather a violent assumption to infer, from the incidental mention of judicial cases subsequently made in the Journal, that they were departed from.

The 1st case, that of the Pangeran Budrudeen, is mentioned in Captain Keppel's work, but the chase, capture, and execution of the criminals, as they stood in the original journal, were suppressed in the manner hereafter mentioned, and were subsequently published in full in the work of Captain Mundy. On the 28th April, 1842, or six months after his taking charge of the Government, Sir James Brooke wrote as follows:—"The other cause of uneasiness is the attack of a Chinese boat at the mouth of the river. The boat that attacked her is a small one, with eight or ten men, which came out of Sadong, and had been lying here (Sarawak) for a week or more. She is commanded by a Pangeran named Budrudeen, has some Illanuns on board, and is bound on a piratical cruise. As she descended the river she met with the small China boat likewise, from Sambas, with eight men, which she treacherously assailed, desperately wounding one man and severely another—but the China boat's consort heaving in sight, the pirate pulled away. I must redress this if in my power." Sir James Brooke adds, that he thought one of these Chinese "*must die*" (as in fact he did shortly afterwards), and that the other was "very severely, and perhaps, without medical attendance, mortally hurt."§ This was the crime committed, and thus far, but no farther, we read in Captain Keppel's work.

Captain Mundy's work gives an account of the subsequent events relating to this heinous crime. At Siru the pirates were found on the 5th of May, when "the Magindano Illanun lashed himself to desperation, flourishing his spear in one hand and the other on the handle of his sword, he defied those collected about him; he danced his war-dance on the sand—his face became deadly pale—his wild eyes glared—he was ready to amok—to die—but not to die alone."‖

"To catch him was impossible." He was killed openly, and madly defying authority, and ready to run-a-muck, had an attempt been made to seize him. If there is to be any Government, it will probably be conceded that a criminal cannot be allowed to escape, because he is desperate enough to resist to the last extremity. To catch him was impossible, and it was better to prevent a muck, than to wait till the lives of the innocent were sacrified to the fury of a desperado.

The same course would have been pursued, whether in Java or Singapore, and those who know *what a Malay muck is*, can best appreciate the necessity of preventing it. The Pangeran Budrudeen and his brother-in-law were at the

* Keppel, vol. i, page 268. † Ibid., page 277.
‡ Ibid., page 257. § Ibid., page 293. ‖ Mundy, vol. i, page 309.

same time made prisoners under a "guarantee" that they should be taken to Sarawak, they, no doubt, hoping that their influence there would be sufficient to procure their release—for it must be remembered that the Pangeran Budrudeen was noble by birth, a distant connexion of the Royal Family, and with many influential relatives. To execute such a criminal, for being guilty of *ordinary murder* and piracy, was almost unprecedented. Sir James Brooke's journal best explains this, when he writes that—"To a people, who, if they know what justice is, have never obeyed its dictates, its impartial administration in the mildest manner is a high offence; and *amongst the Pangerans, each desires to claim an exemption for himself and his followers*, and takes little concern about the rest. At all hazards, however, I am resolved to enforce justice, and to protect property, and, whatever the results may be, to leave them in God's hands."* Whatever their expectation may have been, the condition was fulfilled, and to Sarawak they were taken. And on the 8th of May Sir James Brooke mentions—"that Muda Hassim, having been informed of the circumstances, consented to the execution of the pirates," in other words, that Muda Hassim was willing that the law should take its course, even against these noble persons, should they, after trial, be found guilty. They arrived at Sarawak at 9 o'clock on the morning of the 9th of May, and they were tried by the Rajah Muda Hassim himself, at 11 o'clock, and found guilty upon the clearest evidence, and at about 1 o'clock they were executed. Sir James Brooke did not sit upon their trial, having taken so active a part in their pursuit and capture (for it may be mentioned that he had been absent from Sarawak eight days and eight nights in chase of them).

They were judged by their native Prince and the blood connexion of one of them; their relatives were present at the trial, and consented to their death. The evidence against them was conclusive: the Chinese in the boat attacked, knew them; several of their own boat's crew admitted the fact, and the Pangeran Budrudeen himself never attempted to deny it; his last words being—"What! am I to be put to death for only killing the Chinese?"† Had they been able to urge any reasonable plea in self-defence, or even to raise the slightest doubt of their guilt, Muda Hassim, whose feelings were enlisted to spare them, would never have condemned them, nor would their relatives have consented to their execution. On the morning of the 9th of May, Sir James Brooke conferred with Muda Hassim, who declined Sir James Brooke's suggestion, that "the example of the Pangeran would suffice for the ends of justice," and was resolute that justice should take its course on *both* the criminals. The trial is not mentioned in the Journal, for there really could be no reason for mentioning it, and the incidental omission furnishes no ground for the forced assumption that it did not take place. "That they deserved death," writes Sir James, "none can doubt;" and no candid person can doubt their guilt, or the stern necessity of establishing the administration of justice over the rich and great, as well as over the poor and lowly.

Can it in common fairness be said, that the Pangeran Budrudeen and his followers were executed by Sir James Brooke, "without trial, and on his own mere motion?"

The second case, that of the two Dyak chiefs, Pa-Rimban and Pa-Tummo, was as follows: Sir James Brooke's Government had positively forbidden the Dyak tribes within the territory of Sarawak to war one upon the other. This new law was publicly promulgated according to the Dyak customs, and was absolutely necessary to establish security, and to end the barbarous custom of taking heads, to which the Dyaks were addicted. There was some danger in promulgating such a law, but there can hardly be a question either of its propriety or humanity. Pa-Rimban and Pa-Tummo were the headmen (or Orang Kayas) of Singé, a Sarawak tribe of Dyaks; their appointment was made by the Datus, the local Malay rulers of Sarawak, by whom they were removable at pleasure, and in every respect they were as much subjects of the Sarawak Government as the Lords-Lieutenants of counties are subjects of England.

Both these chiefs had direct notice of the recent law, and not only disobeyed it, but committed a heinous crime against Dyak customs, by treacherously murdering some of the Sigo tribe, living within the territory of

* Mundy, vol. i, page 311.

† Ibid., pages 311, 312.

Sarawak, with whom the Singé were at peace. Upon this Sir James Brooke went up to the tribe (a day's journey from Sarawak), and called together a number of their chiefs, who "all" disapproved of this murder most highly, asserting that the Sigos were "their younger brothers;" and upon being asked if there were willing to force Pa-Rimban to purchase peace, they replied that they were willing to do so.*

This occurred in June 1842, and Pa-Rimban insisting that they had not attacked the Sigo, but that the heads belonged to the Simpoke tribe (not a Sarawak tribe), with whom he alleged they were at war; and there being a difficulty at that time of getting clear proof of the fact, the case against them was suspended for the time;† new chiefs or Orang Kayas were appointed in their places; and in Captain Keppel's book, the account of Pa-Rimban and Pa-Tummo abruptly closes here, and nothing further is heard of them. The sequel, however, is contained in Captain Mundy's book, and shows that Sir James Brooke was called away to Borneo, and did not return to Sarawak until September 1842; and finding on his return that these chiefs, Pa-Rimban and Pa-Tummo, had been the cause of fresh disturbances in his absence, and that "they openly refused obedience, defied his authority, and declined holding an interview even with the Datus; that they asserted, moreover, that they had killed the Sampro (another tribe of Sarawak Dyaks) and other Dyaks, because they were enemies, and that they would kill more of them;"—Sir James Brooke proceeded to take the measures against them which are there detailed.‡

Pa-Rimban and Pa-Tummo were made prisoners, and Sir James Brooke told them *he* would not kill them, but take them to the Rajah (that is, to the Rajah Muda Hassim), and they would then know what were the Rajah's orders; this condition was observed, they were brought to the Rajah, they were tried in public by him and his brothers. The charge against them was—that they had killed "their younger brothers," the Dyaks of Sigo, a Sarawak tribe—that they had been, according to the mildest form of Dyak custom, called upon to purchase peace; instead of doing which, in open defiance of a recent law (which every lover of humanity must approve), they had added to their crime by killing some Sampro and other Sarawak Dyaks, and "threatened to kill more of them." For this they were tried by Muda Hassim, their native Prince, the uncle of the Sultan, one of the four great hereditary nobles of Bruné, himself a claimant to the throne, which his father had possessed, and who was not "an *Ex*-Governor,"§ but standing in the position of a Lord Paramount, and possessing the power of life and death throughout the Borneo territories. Sir James Brooke, in 1841, wrote, that without the undoubted and spontaneous support of this Prince, he was by no means eager to undertake the government;‖ and this support he received from Muda Hassim, in serious judicial cases, before his own power was established.

Sir James Brooke left the trial of Pa-Rimbam and Pa-Tummo to their native Princes, because, as in the case of the Pangeran Budrudeen, he had been an active party in their capture. No doubt he felt reluctance at the idea of their execution, but he would not interfere with it, as he entirely concurred in its justice, and he was assured of the necessity of the step, for the safety of many other lives.¶ Had mercy been extended to them, the suppression of that barbarous custom of head-hunting could not have been effected; the Sigo and other tribes must have been allowed the right of retaliation; and the country would have been distracted once more with the feuds of the Dyak tribes, and all the insecurity and bloodshed which resulted from them.

As in the former case, the circumstance of their trial is not mentioned in the Journal, simply because it was a matter of course; and in a narrative in which the principal events themselves are so cursorily and unconnectedly entered, it is a forced and uncandid assumption, that the omission to mention it should be taken as a proof that it did not take place.

"September 7.—At 6 o'clock in the evening, as the sun set, Pa-Rimban and Pa-Tummo closed their earthly career. They were taken out to the rear of my house, and dispatched by the knives of the Rajah's followers."**

Such is the entry in the Journal; or, in other words, they were executed in

* Keppel, vol. i, p. 301. † Ibid., page 303.
‡ Mundy, vol. i, page 326. § See "Examiner" of June 28, 1851.
‖ Letter to James Gardner, Esq., p. 29. ¶ Mundy, vol. i, page 330. ** Ibid., page 335.

the usual manner, with the krais or knife, by the Rajah's followers, IN THE JUNGLE behind the Rajah Muda Hassim's house (for his house and Sir James Brooke's stood together). The result, then, of the whole case is, that they were charged with the crime of murder, were tried by their native Princes, were condemned upon the most conclusive evidence, and were executed according to the custom of their country. Sir James Brooke remarks, "that the necessity was a stern one, and their death merited."

It must be remembered that Sir James Brooke himself gave both these cases to the world; that they were published as parts of a rough Journal, the entries in which were often noted down in great haste and amidst numberless distractions; and that they were read without producing a suspicion on the minds of the numerous critics who reviewed Captain Mundy's work.

It has now been shown, that a false construction has been forced upon the passages which narrate the events above detailed; and to complete the case, it only remains to exhibit *how* and by *whom* this has been done.

Sir James Brooke gave his Journal to Captain Keppel for publication; and the narrative of the cases of the Pangeran Budrudeen and his two followers, and of Pa-Rimban and Pa-Tummo, was, at first, printed exactly as they stood in the original manuscript. A Mr. Wise was Sir James Brooke's agent at this time, and having just returned from Sarawak, he objected to the publication of the first volume in the form in which it had been printed, and represented to Sir James Brooke's relatives and friends the injury it would do him in its then shape, on account of the free expression of Sir James Brooke's *political opinions*. This was the only reason he assigned to them, and, after much solicitation, he succeeded in inducing Captain Keppel to suppress the first volume as it was originally printed. Mr. Wise then managed to get the arrangement of the work into his own hands, and brought it out in its present form; *having suppressed* the conclusion of the narratives in question without his saying a single syllable of the objection he afterwards thought fit to make, either to Sir James Brooke or to his friends.

This will appear clearly from the following extract from a letter dated 24th September, 1845, written by Mr. Wise to Sir James Brooke on the subject, in which, after complaining of the interference of a gentleman whose influence with Sir James Brooke he was anxious to undermine, he continues:—"Poor Keppel has been led into a sad scrape with his book; I most fortunately discovered the mess in time (I hope), it will nevertheless cost something considerable—volume I of Keppel's work must be suppressed; I will look after the second edition, and I hope to see you prosper yet, in spite either of yourself or the party I allude to. Nothing could be handsomer than Keppel's conduct throughout this very untoward affair, his readiness to meet my views was in perfect keeping with the devotion he has ever shown to your interests. The opinions of Mr. Savage and of another confidential adviser, I transmit, to confirm my statement of the dangers so recently adverted."*

This was the language used by an agent to his employer, whom, according to his more recent revelations, he had discovered from this very journal to be a *murderer*. Sir James Brooke replied to this letter on the 4th December, 1845, in the following terms:—

"I often laughing said to Bethune, that I thought my Journal in its rude disjointed state would puzzle any son of literature, and I had great doubts whether anybody but myself could lick it into shape. Keppel, however, thought otherwise, and intended to take the best literary opinion on the advisability of making it public, and so I gave it to him to do as he pleased with it. I am sorry your opinion is so strongly against the publication, and as you do not say anything of the literary defects, I conclude the extracts are injudiciously made. Most of the Journal is quite unfit for the public, and must be devoid of interest; but other considerable portions relating to the geography of the country, the different Governments, and the habits and manners of an unknown aboriginal race, would in my opinion be acceptable to intelligent readers. As a general rule, therefore, I may say that if the substantial parts of my Journal have been extracted for publication, all is right; but if my private views, feelings, and opinions have been selected, *it must be bad*, for it may look like *a puff;* Keppel

* Mr. Wise, doubtless, has retained copies of these letters, but their substance can be gathered from J. B.'s reply.

will acquire the credit of being an interested party; and I shall be made *a hero and a fool.* I would not for the world that Keppel should be hurt or vexed, because, independently of my esteem for him, his intention was good. One thing, however, is certain, that the suppression of the work can do us no harm, and the suppression of portions that might injure our cause must do good. At a distance of some thousand miles this is all I can say, and even this will be of little consequence, and whatever is done will be done before my opinion arrives. *I consider your view of the matter somewhat too serious,* for I believe the worst penalty would be to become a nine days' laughing-stock. *Books do not ruin characters or break heads,* and it is quite impossible before a work is published, to judge what impression it may make out of doors. *I am very indifferent on the subject,* but I have told you the best course in my opinion, and shall therefore not be sorry if the work is burked or altered, so as to bring me forward as little as possible. The friendly critics have my thanks, for I am not of the irritable tribe, and have none of the pride of authorship."

This letter speaks for itself, but it was in the course of arranging the first volume for publication, that the manuscript journals with other papers relating to the work came into Mr. Wise's hands; and amongst them, the copies of a private correspondence addressed by Sir James Brooke to the very friend Mr. Wise complained of. The correspondence had been lent to Captain Keppel, to assist him in bringing out the Journal, for the single purpose of verifying dates and places; and by an inadvertence on Captain Keppel's part, was passed with the other papers into Mr. Wise's hands. This correspondence Mr. Wise read, and claimed to retain; but on its being peremptorily demanded, he returned it immediately; not until, however, he had secretly copied it, which he never disclosed to any one; nor did it come out, until nearly five years afterwards, when extracts from these very letters were furnished by him to Mr. Hume, and were read by Mr. Hume in the House of Commons. He claimed to retain it, on the ground that he found in it expressions which were injurious to him, as inconsistent with what Sir James Brooke had written to him (Mr. Wise), and he accordingly wrote to Sir James Brooke on the subject, complaining that the correspondence had been handed about.

Sir James Brooke has no copy of his reply, but it was to the effect that as Mr. Wise had not furnished him with any extracts, or informed him as to what extent they had been handed about, and how he came to see them, he could not form any judgment on the subject; though at the same time he felt sure that any such extracts could not by any just interpretation be considered injurious to Mr. Wise, yet, at the same time, their late difference in matters of business might therein be mentioned. Thus the matter passed; Mr. Wise never alluded to it again in any way whatever, although he was afterwards in daily personal communication with Sir James Brooke, during his four months stay in England in 1847, when he received a substantial act of kindness from him, and although he continued his agent until November 1848. Whatever annoyance, therefore, he felt at the time, Sir James Brooke naturally considered had passed away. There can, however, be no doubt that from this period dates his antipathy to Sir James Brooke; and when Sir James, in 1846, declined entering on any doubtful speculations, this antipathy began to find expression; for it can be proved by witnesses, that in 1847, whilst he was lauding Sir James AS A GREAT PHILANTHROPIST, he was *privately, and behind his back, maligning his character, and holding him up as* A TYRANT *and* A MURDERER.

The following letters will show this fact clearly. (See Inclosures 5 and 6 in No. 16.)

It needs only to add, that Mr. Wise, in a letter addressed to the "Times" newspaper, stated that he was ready to meet any distinct charge brought against him. Here is a very distinct and grave charge, resting on the testimony of two gentlemen unknown to each other, and which could, in a lesser degree, be substantiated by Mr. Scott, the Lieutenant-Governor of Labuan, Mr. Low, and Mr. Spencer St. John.

Inclosure 8 in No. 16.

Captain the Hon. Henry Keppel to Sir James Brooke.

(Extract.) *August* 10, 1851.

I HAVE read with much interest the papers relative to Borneo. When did Mr. Wise change his opinion as regards piracy? It is very odd that up the time of my leaving India in September 1849, he never in his correspondence with me, appeared to doubt the urgent necessity of the measures I was adopting for its suppression.

Inclosure 9 in No. 16.

Grant of the Sultan of Borneo.

(Translation.)

THIS is an agreement of Tuan Sultan Omar Ali Saifudin, the son of Sultan Mohamet Jamaleb Allam, deceased, of the country of Brunie, promises to give Tuan Sir James Brooke, Esq., Rajah of Sarawak, coals from the country of Mengkabong as far as Tanjong Barram.

Whatever may be the spot he may work [the mine], or whoever of his relations (agents) Tuan Busar (Sir James) may authorize [to do the work], Tuan Sultan will not interfere. However, if Tuan Busar has worked at the commencement of the work, we (Sir James) are to give to Tuan Sultan two thousand dollars, the season following [he is] to give to Tuan Sultan one thousand dollars [more], and [at every] each (succeeding) season (year) the same.

Written on Saturday, the 30th of the month Shaban, at 4 o'clock in the Hejira 1262.

A literal translation of the annexed Malay document.

(Signed) B. P. KEASBERRY.

(Second Signature in Malay.)

No. 17.

The Chairman of the Eastern Archipelago Company to Lord Stanley of Alderley.

Eastern Archipelago Company's Offices,

My Lord, 34, *Cornhill, London, November* 26, 1851.

WITH reference to Mr. Woolley's letter to your Lordship of the 3rd instant, inclosing copy of a letter from the Honourable Thomas Church, Resident Councillor and Acting Governor of Singapore, on the subject of the official translation of the Sultan of Borneo's coal-deed, made in Mr. Church's office on the 29th June, 1847, I now take the liberty of forwarding to your Lordship, copious extracts of various documents from the records of the Eastern Archipelago Company, relating to this important deed. I will content myself with briefly stating that this Company was formed under a Royal Charter granted in 1847; that a large sum of money was paid for the purchase of the coal-grant and other privileges; that the public were invited to take shares, and that the whole 2000 shares have been taken, and an outlay of many thousand pounds actually incurred, mainly on the faith of the validity and accuracy of the deed granting to the Company the exclusive right to the coal from the River Mengkabong to Tanjong Barram.

I earnestly solicit your Lordship's attention to the accompanying extracts from Sir James Brooke's letters to Mr. Wise, forming inclosure No. 1 of my present communication.

In October 1847, the rights conveyed by this grant were, by permission of Her Majesty's Government, formally transferred to Mr. Wise, and in July 1848, these rights were by him sold to the Eastern Archipelago Company, of which he became the managing director. The first intimation ever given of a doubt existing as to the exclusive nature of these rights, was conveyed in a letter from Sir James Brooke to Mr. Wise, dated 2nd June, 1848.

I now beg leave strongly to draw your Lordship's attention to the letter from Mr. Wise to Sir James Brooke, under date 19th August, 1848, the arguments in which appear to me so conclusive, as to require no further remark.

In Sir James Brooke's letter to Mr. Wise, dated 18th October, 1848, the accuracy of the translation is distinctly admitted; and with reference to Sir James Brooke's observation therein, that "the Sultan can give rights, but he cannot enforce them," I will merely remark, that all the Company claim is, the exclusive right of working the coal, as the permission of the occupiers of the soil will be obtained by lease or purchase.

I now proceed to give extracts from the correspondence between the Secretary to the Eastern Archipelago Company and Messrs. Motley, the Company's Agents at Labuan, clearly showing the great importance attached to the grant in question, and the desire of the Company to fulfil their part of the contract, though I regret to say that some influence has up to this date prevented the accomplishment of their wishes.

I wish now to recall to your Lordship's recollection, the correspondence which took place between Mr. Wise and yourself in October 1847, on this subject, and for the sake of making this a connected statement of all important points bearing on the question, copies of the same are transmitted herewith.

I beg most particularly to invite your Lordship's attention to Sir James Brooke's letter transferring the coal-grant to Mr. Wise, dated the 6th October, 1847.

It is a painful and invidious task, but still one which I feel to be my duty, strongly to draw your Lordship's attention to the statements made in a letter received from the Company's agents at Singapore, Messrs. Shaw, Whitehead, and Company, dated 28th August, 1851. When the copy of the coal-deed was transmitted to Singapore, in order that the accuracy of the official translation might be there inquired into, the directors did not for a moment doubt that the inquiry would be an open one, of which all those interested would be cognizant. Yet so far from this being the case, neither the agents of the Eastern Archipelago Company nor Mr. Church, whose official translation was thus doubted and discredited, had the slightest intimation given to them on the subject; and it is only by a mere accident that Messrs. Shaw, Whitehead, and Company knew that the copy of the deed is actually in Singapore, and had been re-translated by a gentleman of the name of the Reverend Mr. Keasberry, and with still greater surprise do they hear that his version differs widely, both in spirit and language, from the official translation.

Mr. Church is made acquainted with what is going on, and then when he does (what I venture to suggest would have been the right course at first) call for the public opinion of the best Malay scholars in the Island, Mr. Keasberry totally changes his views, and writes Mr. Church as follows:—"I have consulted Abdullah, and it seems quite clear to me that the right of working coal-mines within the limit described in the Sultan's agreement is exclusively Sir James Brooke's and his agents."

Having thus already laid all the facts before your Lordship, I will not venture to offer any further comments, but will conclude by stating that the directors of the Eastern Archipelago Company confidently feel that the just rights of their shareholders are certain to receive from Her Majesty's Government that protection which has never been denied even to the most humble of Her Majesty's subjects residing in distant countries.

I have, &c.

(Signed) H. H. LINDSAY,

Chairman of the Eastern Archipelago Company.

Inclosure 1 in No. 17.

Extracts of Letters from Sir James Brooke to Mr. Wise, prior to Transfer of the Coal-Deed by Sir James Brooke.

Sarawak, February 10, 1846.

YOU are mistaken likewise about the amount which in conversation I mentioned as the probable one they would accept for the coal-mines of Brunè. The amount was 2000 dollars a-year, for a limited number of years. Without

saying more, therefore, I may add, in conclusion, that I will endeavour to make as good a bargain for you as I can, but I cannot make a conclusive one; and that, from the exertions you have made in the cause of Borneo, I will impress it on the Rajahs, that you have claims upon their consideration before any other party, the Government alone excepted.

"Agincourt,' off Labuan, July 24, 1846.

If you at a future time, with the consent of Government, desire to work the coal, I will, you may rest assured, be careful of your interests, and secure the right of coal for you; the more so, because we have now discovered really good coal.

Sarawak, August 31, 1846.

He (the Sultan) made out a fresh deed for Sarawak, which was signed by Moumein and Muda Mahomed; and lastly, he gave me full right of working coal from Mengkabong to Tanjong Barram. I wished the paper to be made out in your name, but he objected to that, and it is not a matter of much consequence, as it is transferable. I have not thought it right to mention the cession of the coal officially to Government, but it is as a public servant I obtained it, and therefore it must be offered to Government in the first place, and provided they decline accepting it, I can transfer it to you.

Thus you see, my dear Wise, that I have served you on this point, the moment there was an opportunity; and if you make your fortune, as you expect, you may make me a present of a few thousand pounds. The Government having authorized you to work the coal, will not, of course, prevent you receiving the Sultan's permission; but the offer must be made to Government in the first instance.

Sarawak, September 30, 1846.

I have, as I told you, obtained the Sultan's seal for working the coal of Brunè; and the coal recently discovered is something like workeable. With the Government consent, I will transfer this to you; for though it may be called a private agreement, it was made whilst I was dealing with the Sultan in my public character. On this account, I consider it right for you to ask the Government (or the Department) for their consent by this means of carrying out your views, to which they have already acceded. The grounds on which I have acted are these: I had no authority to propose the subject to the Sultan in my official character, but considering that the permission to work coal was important, or might in future become so, I resolved to obtain it as a private grant, to be transferred to Government or to you. The paper is to this effect: "That the Sultan grants permission to work the coal from the River Mengkabong to Tanjong Barram, to me or to any person to whom I may transfer the right. The Sultan will not interfere, and is to be paid a yearly revenue for the right, of 1000 dollars.

Penang, March 5, 1847.

You will be pleased to learn that the Sultan voluntarily alluded to his arrangement with me for working coal, and the utter impossibility of the natives working it themselves, will probably facilitate your plans. The agreement shall be sent (as I before wrote), made over to you unconditionally, when I return to Sarawak; but I would recommend that no active measures should be taken for working it until Labuan be established.

Singapore, May 5, 1847.

The Treaty has been excellently well translated into Malay, and was finished yesterday, as well as the letter.

Inclosure 2 in No. 17.

Extract of a Letter from Sir James Brooke to Mr. Wise, subsequent to the Transfer of the Coal-Deed by Sir James Brooke.

Singapore, June 2, 1848.

ALL I urge upon you is, not to hurry forward and fancy that great results must follow the outlay of large capital; it requires patient consideration and a judicious attention to details.

I am not at all acquainted with the machinery of a large company, or the promises it is necessary to hold out to the public, but I should say that according to my version no one could understand the third paragraph of the prospectus in any other light than that you hold an exclusive grant of all the coal for 150 miles. Is this, however, the case? The agreement of the Sultan is a simple permission to work, but not a permission exclusively to do so, and of course it in no way infringes upon the rights of property which the Sultan's subjects may possess on the soil; for this is a right no Sovereign can infringe with justice, and no party could carry out such a grant, if made, with safety. In some places no difficulty will be experienced; the ground under which the coal lies may be waste, or the natives happy to part with their ground for a trifle; in some places, however, it would be next to impossible to make such an arrangement, and nothing but force could carry out a grant unjust in itself. The Sultan has no power, and the Company I suppose could not resort to arms to maintain its claims. I write thus in haste, but if possible to prevent a wrong impression remaining on your mind; for I, as the framer of the document, must avow that my object merely was to obtain the Sultan's permission for the working of the coal, and I looked upon that as a great point gained, for otherwise it might have been closed, or exclusively ceded to others.

Inclosure 3 in No. 17.

Mr. Wise to Sir James Brooke.

3, *White Lion Court, Cornhill,*
(Extract.) *August* 19, 1848.

YOUR suggestions relative to the very gradual progress of the Eastern Archipelago Company most fully coincide with the intentions and views of the directors, who, confidently relying upon your cheerful compliance with Her Majesty's commands, as contained in the Company's charter, enjoining all Governors, Consuls, and other officers for the time being, to be in all things aiding and abetting to the Company, hope (to use your own expression), by patient consideration and judicious attention to details, to succeed. Your communication of 2nd June, relating to the construction which you therein for the first time inform me you put upon the grant from the Sultan of Borneo of the coal on the mainland of Borneo, I cannot help remarking, comes at a very late and inopportune moment, and takes me quite by surprise, opposed as it certainly is to the tenor of all your earlier communications on this subject. In order to refresh your memory, I transmit herewith a copy of the official translation of that grant; and I would here premise that Her Majesty's Government, the law officers of the Board of Trade, and the Directors of the Eastern Archipelago Company, have severally recognized the document in question as bearing but one construction, viz., a grant of the whole of the coal in the district mentioned. It appears to me impossible for the British Government, in justice to British subjects relying on the faith of the Sultan's Treaty, and on the determination of the former to enforce its observance by the Sultan as religiously as it will be observed by the British Government, to permit any evasion or frittering away of the Sultan's solemn deed. The construction you now suggest would be inconsistent with the reservation by that deed of a rent to the Sultan, and would render the grant entirely nugatory, since the grant of a right to work the coal (even supposing this were nothing more, but this is a grant of the coal itself) necessarily implies an exclusive right. A contrary construction

would be an obvious fallacy, and would leave the rent to the Sultan a payment what might thus be rendered actually worse than useless.

I would also ask your careful consideration of the Treaty between this Government and the Sultan, and especially of the IIIrd Article. If your construction be accurate, the grant would comprise no more than is contained in that Article, that is to say, a mere permission, thus rendering the grant actually valueless, since all that, according to your construction, could be claimed under the grant, mere permission, could be claimed under the Treaty. For what, then, is the rent to be paid to the Sultan under that grant, unless for something more than is mentioned in the Treaty; and what is that something? While it must strike you at once that your present view, if recognized and acted on, would most seriously derange and injure the interest of the Eastern Archipelago Company, I would venture to hint that its adoption might encourage and lead to a similar recognition as regards your own acquisitions at Sarawak, which, however securely they may seem to be assured to you, do not appear to me held by any title more complete than that by which the Eastern Archipelago Company now hold the coal mentioned in the Sultan's grant; and were the Sultan encouraged or permitted to trifle with the latter, I should regard your own title as in a like danger of being depreciated in safety and value. Your own interests, therefore, not less than those of the Eastern Archipelago Company, appear to me involved in the religious observance by the Sultan of his engagements being stringently enforced; and I repeat, that after the careful attention given to all the papers and documents, including your own communications and the Sultan's grant and Treaty, by the officers of Her Majesty's Government; and the great expense, labour, and anxiety incurred, with their knowledge, by the Eastern Archipelago Company, in full reliance on those documents, my entire conviction is, that Her Majesty's Government will be no less prepared to compel good faith on the part of the Sultan than to suppress piracy by his subjects. Impressed as I am with the propriety and expediency of the Eastern Archipelago Company being fully aware of their rights, and their being quite prepared to assert and enforce them, still I am anxious to prevent your inferring from what I have now written, in the simple discharge of my duty to the Eastern Archipelago Company, that there exists any disposition on the part of the directors to act with rashness or sharpness. On the contrary, I deem the possession of those rights in no way inconsistent with the utmost amenity and fair and honourable dealing towards the Sultan and the natives; and I am satisfied that your own wishes cannot be stronger than those of the directors, to see British commerce, industry, and civilization going hand-in-hand peacefully and with kindliness of feeling, as well as prudent forbearance, to develop the resources of Borneo, and to confer all the advantages that such development must necessarily bring to the natives of that country.

Inclosure 4 in No. 17.

Sir James Brooke to Mr. Wise.

(Extract.)

My dear Wise, *Labuan, October* 18, 1848.

I HAVE to acknowledge your letter No. 82, on the subject of the exclusive right of the coal of Brunê. The translation is clearly in your favour, and being an official one I am quite content, having given my impression, to say no more on the subject, excepting that should it ever come to a question, it must be decided by the wording of the original document. In point of fact, whether the grant be as I suppose or as you maintain, practically it will prove the same. The poorer natives, of course, will be remunerated for their fields or property which may be requisite for the Eastern Archipelago Company to use, and if time be allowed, it will benefit them. The only objection is, that others will deem themselves at liberty to obtain exclusive rights from the Sultan, and the only way to meet such claims will be to disallow all such rights until they have the sanction of our own Government. The Sultan can give rights, but he cannot enforce them, nor will the people obey his commands or his mandates. As I have always told you, these grants and rights are of no use excepting in England, where they afford a legality to the proceeding. I can assure you that

I am fully prepared to do my duty to the Company, as set forth in the charter, and to do it with willingness and cheerfulness. The grand object of working coal I consider sound and legitimate, and on the prudence of the management of the Company's affairs the rest must depend.

Inclosure 5 in No. 17.

Extracts from Correspondence between the Secretary of the Eastern Archipelago Company and Messrs. Motley (the Company's Agents at Labuan), relative to the Sultan of Borneo's Coal-Grant.

The Secretary to Mr. James Motley.

London, December 24, 1849.

I HAVE now to call your attention to the rights of this Company in respect of the coal on the mainland of Borneo, extending from Mengkabong to Tanjong Barram, derived through the grant by the Sultan of Borneo to Sir James Brooke, dated 23rd August, 1846, and subsequently transferred to Mr. Wise. You possess a copy of the official translation of the above-mentioned grant, and also a copy of the Treaty with the Sultan. The directors are not aware if Pangeran Macota was in power at the period of that grant, or at the ratification of the Treaty; nor have they the means of knowing what official knowledge, if any, he may now have of the important and stringent obligations to which the Borneo Government has thereby bound itself. The directors, therefore, now deem it desirable that, without delay, you should bring to Macota's careful notice both those documents, and fully inform him of the interests of the Eastern Archipelago Company in such rights. You can then carefully impress on him that the Company, should there be any necessity, will be prepared to claim, through Her Majesty's Government, the vindication of their rights under the grant above referred to; any violation of such grant, you will acquaint Macota, will by a violation of Article III of the Treaty.

At the same time, you are empowered and authorized to represent the disposition of the Company, while enforcing their own rights, to act with not only fairness, but with liberality and good feeling towards the Borneo Government. As an earnest of this, you can suggest that, in the event of Macota, or the Sultan's Chief Minister for the time being, deeming it reasonable, and therefore requesting that the first payment of the 2000 dollars under the grant should be made at ān early period, that this Company will, on hearing from you to that effect, instruct you accordingly, although the grant does not limit any specified time for opening and working the coal-mines therein referred to.

The Secretary to Mr. James Motley.

London, December 24, 1850.

Sultan's Grant of Coal on the Mainland of Borneo.—Your particular attention is requested to this highly important matter. From the inclosed copies of the managing director's recent correspondence with the Foreign Office, you will observe that a fac-simile of the Sultan's grant is about to be transmitted by Viscount Palmerston for the Sultan's information. The document referred to will probably be sent, in the first instance, to the Singapore authorities, with instructions, before parting with it, to furnish Lord Palmerston with an official translation thereof. The directors do not anticipate any shadow of difference between the translation now required for the information of Her Majesty's Government, and that already supplied by the Singapore authorities (copy of which accompanied your original instructions); but the question as to the precise terms of the Sultan's grant having apparently been referred by Governor Brooke to Her Majesty's Government for adjustment, it will now be requisite to await Lord Palmerston's decision on the subject, unless you find that the Sultan is disposed (regardless of any suggestions he may have received to the contrary) to uphold the integrity of his own grant; in which case you are requested to confidently

assure the Sultan that you will immediately obtain instructions from the Company to forthwith pay him the sum of 2000 dollars, and to make regular subsequent payments to him of 1000 dollars annually, as provided for in the deed.

Mr. Francis Motley to the Secretary.

Labuan, March 28, 1851.

Sultan's Grant.—The orders of the directors on this important subject will of course occupy my brother's earliest attention on his arrival at Labuan; and I venture to state, as my own opinion, from what I saw and heard when in Bruné, that there will be but little difficulty in negotiating the affair, more especially as the ratification of the deed in its full integrity will, by the identification of the Sultan's interest with that of the Company, appear to afford to the Bruné Government some protection against the encroachments of their ambitious neighbour at Sarawak, who is now endeavouring to obtain Bintulu; and if he succeeds in the attempt to annex that country to Sarawak, the Rajah's northern boundary will then be contiguous to the southern limit of the Company's grant.

Mr. James Motley to the Secretary.

Labuan, June 11, 1851.

Sultan's Grant.—Finding that Mr. St. John was going to Bruné, and having incidentally heard that he had expressed his intention of mentioning this matter there, I thought it right to go over at once, even without the documents before promised me. I found, however, that Mr. St. John did not bring them to Bruné, though I have reason to think they are at Labuan now. I took with me the muskets which I was directed to give to the Sultan, and he was much pleased with them; but although he said he was very much in want of money, and tried every means to induce me to buy goods of him, or even lend him 100 dollars, he said he would not enter upon the subject of the grant, until he received the papers, stating as his reason, that he was afraid of Sir James Brooke, if he gave more than he was obliged to do.

Mr. James Motley to the Secretary.

Labuan, August 21, 1851.

[illegible] the opportunity of a vessel's visiting Bruné for [illegible] the arrival here of the [illegible] promised to do. [illegible] abuan.

Inclosure 7 in No. 17.

Messrs. Shaw, Whitehead & Co., to the Secretary to the Eastern Archipelago Company.

(Extract.) *Singapore, August* 28, 1851.

IT came to our knowledge accidentally, that the Rev. Mr. Keasberry was employed to translate the Sultan of Brunè's grant of the coal on the mainland to Mr. Wise, and on waiting on that gentleman we found that our information was correct, he having translated and transmitted it to the party from whom he received it; on inquiry, we found that this party was Mr. Logan, to whom Sir James Brooke's representative had sent it, and to whom it had been returned with Mr. Keasberry's translation. This document we obtained a copy of, which is inclosed; and it appearing to us to differ both in spirit and language widely from the official translation hitherto received as correct, we waited on the Honourable Mr. Church, who attested it (the official translation), and produced to him that made by Mr. Keasberry. He entered very warmly into the matter, and we are glad to say that Mr. Keasberry is now satisfied (which at first he was not) that the right to work coals within the boundaries named, is exclusively Mr. Wise's, or his assigns. Mr. Church sent us for perusal a letter he writes to Mr. Wise on the subject, and which will, we trust, set the matter at rest. The course Sir James Brooke's representative has pursued appears to us highly irregular, and scarcely courteous to the Singapore authorities, who had no intimation of the matter whatever; in fact, nothing would have been known of the affair, if the writer had not casually heard of the grant being in Singapore.

Inclosure.

THIS Agreement of Tuan Sultan Omar Ali Saifudin, the son of Sultan Mohammat Jamal Alum, deceased, of the country of Brunè, promises to give Tuan Sir James Brooke, Esquire, Rajah of Sarawak, coals from the country of Mengkabong as far as Tanjong Barram.

Whatever be the spot he works [the mine], or whoever of his relations (agents) Tuan Baser Sir James may authorize [to do the work], Tuan Sult[an] will not interfere; however, if Tuan Baser has worked at the commencem[ent] the work, we (Sir James) are to give to Tuan Sultan two thousand doll[ars] season following he is to give to Tuan Sultan one thousand dollars [p]
at every each succeeding season (year) the same.

No. 19.

Earl Granville to Sir James Brooke.

Sir, *Foreign Office, December* 31, 1851.

I HAVE to acknowledge the receipt of the letter addressed by you to Viscount Palmerston on the 24th of November last, on the inability of the Eastern Archipelago Company to carry out the purposes for which the Royal Charter was originally granted to that Company, and on the inaccuracy of the translation originally made of the deed by which the Sultan of Borneo granted to you or your assigns the right to work coal within certain limits on the mainland of Borneo.

As regards the first of these subjects I have to point out to you that the question of the efficiency or inefficiency of the Eastern Archipelago Company is not one on which Her Majesty's Secretary of State for Foreign Affairs is called upon to decide; and as regards the meaning of the deed of the Sultan of Borneo, I have to refer you to Viscount Palmerston's despatch of the 18th of February, 1851, in which you were informed that Her Majesty's Government must reserve their opinion until they should be called upon to determine whether any rights granted thereby to British subjects have been infringed.

I have however to state to you that, subsequently to the date of your letter of the 24th ultimo, information has been received that the Reverend B. Keasberry, one of the Malayan scholars to whom you intrusted the re-translation of the deed, has become convinced of the accuracy of the original one.

I am, &c.

(Signed) GRANVILLE.

No. 20.

Sir James Brooke to Earl Granville.

My Lord, *United Service Club, January* 2, 1852.

I HAVE the honour to acknowledge your Lordship's communication of the 31st of December, and to state in reply, that as my despatch of the 24th of November last embraced several topics immediately concerning the welfare of native population of the Eastern Archipelago, the extension of British ...rce and the prosperity of the settlement of Labuan, I considered it ... it entire to the Foreign and Colonial Departments of ...nsideration of ...

although the one translation may be correct in a general sense, the other, made by himself, is more literal, and more strictly correct, as conveying the truer sense of the original document.

Should it be requisite, however, a further light can be thrown upon this point, and a verbatim and interlinear translation be submitted for your Lordship's investigation; but I must be permitted to state, that my objections to the exclusive construction attempted to be placed on this deed, are, that it is in itself unjust, contrary to the intention of the framer, as expressed at the time; in violation of the principle of free trade; an obstruction to the development of the resources of the country; injurious to British subjects, and to the general course of policy previously pursued, and opposed to the avowed declarations of Her Majesty's Government.

On these grounds, it appears to me the decision must rest, rather than upon a narrow construction of the words of a loose native writing, in order to decide an international question by the application of English law.

I have, &c.

(Signed) J. BROOKE.

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